

# CSEA CONTRACT

May 1, 2015  
to  
April 30, 2018

California School Employees' Association  
Chapter 524



Adopted by the Governing Board of  
Southwestern Community College District

November 10, 2015

**C.S.E.A. CONTRACT**

**May 1, 2015 – April 30, 2018**

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## **ARTICLE I: AGREEMENT**

- 1.1 This Agreement is made and entered into this 1<sup>st</sup> day of May 2015 by and between Southwestern Community College District, hereinafter referred to as the District, and California School Employees Association, and its Southwestern College Chapter 524, hereinafter referred to as C.S.E.A.

## **ARTICLE II: RECOGNITION**

- 2.1 **Acknowledgment** - The District hereby acknowledges that C.S.E.A. is the exclusive bargaining representative for all Classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. The determination of Management, Confidential, or Supervisory employees shall be designated by the District, and C.S.E.A. shall be consulted on the designated positions. Any disputes concerning the District's designation of positions may be challenged by the C.S.E.A. through P.E.R.B.
- 2.2 **E.E.R.C. Representation** - The District and C.S.E.A. agree to establish an Employer/Employee Relations Committee. The Committee shall consist of three (3) members appointed by C.S.E.A., and three (3) members appointed by the District. The Employer/Employee Relations Committee shall meet at least once per month unless mutually agreed upon to modify such schedule. The purpose of this Committee is to assist in the resolution of perceived employer/employee problems. The Committee shall not, in any way, amend, modify, or change the present Contract. All agenda items shall be submitted to the designated Secretary three (3) days prior to the scheduled meeting. The agenda shall be distributed to all committee members twenty-four (24) hours prior to the scheduled meeting.



### **ARTICLE III: ORGANIZATIONAL SECURITY**

3.1 Each employee covered by this Agreement, who, on the effective date of this Agreement, is a member of C.S.E.A. and each employee covered by this Agreement who becomes a member after that date shall maintain his/her membership in C.S.E.A. during the term of this Agreement. However, no such obligation shall deprive the employee of the right to terminate his/her membership in C.S.E.A. within a period of sixty (60) calendar days following the expiration of this Agreement. Upon termination of membership in C.S.E.A., the employee shall automatically become a service fee payer.

#### **3.1.1 Dues Deduction**

3.1.1.1 The District shall deduct such dues as are authorized by each employee in this Unit who has submitted "Dues Deduction Authorization" forms to the District via the C.S.E.A. office and are members of C.S.E.A. on the date of the execution of this Agreement.

3.1.1.2 The District shall deduct such dues as are authorized by each employee in this Unit and who join C.S.E.A. after the date of execution of this Agreement.

3.1.1.3 The District shall provide for immediate notification to C.S.E.A. if any C.S.E.A. member revokes a membership deduction authorization.

#### **3.2 Agency Fee/Service Fee Plan**

The District agrees to comply with the provisions of Agency Shop set forth in Senate Bill 1960.

It is the expressed intention of the parties that the provisions of this Article respectfully balance the rights of individual employees to join or to decline to join an employee organization of their choice, and the rights of the parties to enter into an "organizational security" agreement.

The District and CSEA agree that any unit member who is a member of CSEA upon the effective date of this Agreement or who becomes a CSEA member or service fee payer during the term of this Agreement shall maintain membership or service fee status for the duration of the Agreement unless exempted in accordance with section 3.2.2.

3.2.1 All bargaining unit members shall be required, as a condition of intended employment, either to join CSEA or to pay the Association a fair share service fee. The amount of the fee shall not exceed the dues that are payable by CSEA members.

3.2.2 If a unit member belongs to a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, said unit member qualifies for a fair share service fee exemption. Bargaining unit members who wish to request such an exemption must mail any documents or other information to support their request to C.S.E.A., 2045 Lundy Avenue, San Jose, CA 95131, Attn: Legal Department.

3.2.3 With respect to all sums deducted by the District pursuant to section 3.2.1 above, whether membership dues or service fees, the District agrees to promptly remit such monies to CSEA accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to CSEA for deduction of membership dues or service fees.

### 3.3 **General Provisions**

3.3.1 C.S.E.A. agrees to furnish to the Vice President for Administrative Affairs a letter certifying the amount of C.S.E.A. dues, service fees and fees for other services as applied to employees. Such letter shall be furnished annually and upon any change in such amounts applied.

3.3.2 It is agreed that the District assumes no obligation to, in any manner, enforce the provisions of the above sections beyond implementing any valid and unrevoked payroll deduction authorizations and, to the extent consistent with law, automatic payroll deduction of service fees.

### 3.4 **Hold Harmless Clause**

3.4.1 C.S.E.A. shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action arising from the organizational security provisions contained herein.

3.4.2 C.S.E.A. agrees it shall reimburse the District for any and all legal costs and attorney fees and shall hold the District harmless from any liability arising from any and all claims, demands, lawsuits or any other actions arising from any implementation or compliance with this Article, or District reliance on any list, notice, document, certification or authorization furnished under this Article by C.S.E.A.

## ARTICLE IV: EVALUATIONS

- 4.1 Definition - Official evaluation is defined as an assessment of an employee's work performance. The official evaluation is submitted on the District standard "Classified Employee Performance Evaluation" form for evaluating classified employees.
- 4.2 Progress evaluations for all probationary employees shall be submitted on or about the end of the third, sixth and tenth month from the date of appointment to the position. In promotion situations, the evaluations shall be submitted on or about the end of the third, sixth and eighth months.
- 4.3 Progress evaluations for all other permanent employees shall be submitted at least once during the fiscal year at a time designated by the District. After five (5) years of service in the current classification, the employee's regular evaluation will be once every three (3) years.
- 4.4 Special evaluations may be made on either a permanent or probationary employee when such evaluations are deemed appropriate by the employee's immediate supervisor or the Administration. Special Evaluations shall be used for the purpose of improving the performance of a bargaining unit member who is not meeting District standards. The evaluation must contain a description of the performance requiring improvement.
- 4.5 No official evaluation of any employee shall be placed in the main personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based only upon hearsay statements, but shall also be supported by direct observation and knowledge of the evaluator, and from voluntary input provided by the employee. The employee's supervisor shall provide the employee with a completed copy of the evaluation at least two (2) days prior to any conference being held. A bargaining unit member shall retain the right to have a CSEA Representative present at a conference. When a conference has been held, the employee shall sign and date the completed evaluation document at that time. As provided in the Classified Employee Progress Evaluation Form, providing a signature does not necessarily indicate agreement with the content of the evaluation.
- 4.6 It is the intent of the parties that employees be informed of performance deficiencies and/or behavior which may result in a Needs Improvement status during the rating period; not solely during the evaluation. At a minimum, the evaluator is expected to confer with the employee as early as practicable to provide corrective direction. The evaluator is expected to provide the employee with clear direction regarding the nature of the performance and/or behavior requiring improvement, with specific direction for improvement. The evaluation shall contain a specific timeframe for reviewing progress towards improvement which shall not exceed sixty (60) calendar days. A follow-up conference shall be held within ten (10) days of the designated time frame. The specific recommendations for improvement prepared by the immediate supervisor shall be monitored by the District for the purpose of assisting the employee.

The employee shall have the right to review and respond to any derogatory evaluation in accordance with Education Code Section 87031, by attaching his/her comments regarding the evaluation within ten (10) days of receipt of the evaluation.

- 4.7 Any employee that is placed in Improvement-Needed status, whether by regular or special evaluation, shall be afforded the opportunity to review the improvement plan. If the employee requests a review, all documents related to the evaluation shall be forwarded to the area Vice President. The area Vice President shall review the documents, meet with the parties and monitor the process. The area Vice President shall ensure the Needs Improvement process is conducted in compliance with both the provisions of this Agreement and the intent of those

provisions. The employee may continue in the Improvement-Needed status after the conditions of this section have been met. However, if the employee reports to a Vice President, or any administrator who reports directly to the Superintendent/President, the review will be performed by the Superintendent/President. If the employee reports directly to the Superintendent/President, and an appeal is requested, the Superintendent/President shall appoint the Vice President for Employee Services to hear the appeal.

- 4.8 The Classified Employee Performance Evaluation form shall be reviewed and revised by the Classified Employer/Employee Relations Committee (E.E.R.C.) when and if necessary, as determined by the Classified E.E.R.C. Any proposed revision from the Employer/Employee Relations Committee shall be submitted for consideration to the District and to the Association. If accepted by both parties, a revised evaluation form shall be implemented.
- 4.9 Appendix B: Classified Employee Evaluations Rubrics. (This document is included as a guideline for conducting evaluations and shall not be binding or grievable.)
- 4.10 The District and CSEA agree to form a joint labor/management committee to develop proposals on methods for CSEA Unit Members to provide input about their supervisor. The committee will be composed of two members selected by CSEA, two members selected by SCCDAA and chaired by the Vice President for Employee Services. Said proposals will be brought back to the CSEA/District negotiations for full discussion by members of both teams. Nothing herein constitutes a commitment on the part of the District for CSEA to ultimately adopt such a proposal.

## **ARTICLE V: C.S.E.A. RIGHTS AND DISTRICT RIGHTS**

- 5.1 C.S.E.A. shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 5.1.1 The right of access during non-working hours in areas in which the employees work.
  - 5.1.2 The right to reasonable use without charge of institutional bulletin boards and mail boxes for posting or transmission of information or notices concerning C.S.E.A. matters. All materials posted or mailed shall contain the name(s) of the C.S.E.A. representative authorized to do the posting or mailing. A copy shall be provided to the office of the Vice President for Employee Services on the day of the posting or mailing.
  - 5.1.3 The District shall provide C.S.E.A. with the use of office space, equipped with a desk, chairs, a computer with Internet connection, printer, fax, software WIN 95, MSOffice, a telephone without charge, and photocopies at eight cents (\$.08) each.
  - 5.1.4 The right to review employee's personnel files and any other records dealing with employment, when accompanied by the employee, or on presentation of written authorization signed by the employee.
  - 5.1.5 The Association's duly authorized campus representatives shall have the right to use college facilities without charge at any time which does not conflict with District-scheduled activities. The Association agrees to schedule facilities through the administrative office responsible for facility allocation. The Association agrees to leave facilities in a reasonably clean and orderly condition incident to each use. The Association agrees to reimburse the District at the established community-use rate for any excess costs generated by the Association's use of the facility. The District agrees to release Bargaining Unit employees for a maximum of one (1) hour per month (in addition to 5.1.7) to attend a scheduled C.S.E.A. Chapter meeting. Additionally, the District agrees to release Bargaining Unit employees for a maximum of one (1) hour per month to attend meetings of the Classified Senate. Bargaining Unit employees shall submit a written request for released time to their immediate supervisor at least forty-eight (48) hours prior to the meeting. Release of any employee shall be subject to approval by his/her immediate supervisor. The employee shall have the right to appeal the supervisor's decision through the "Complaint/Open Door Policy." Chapter meetings shall not be scheduled prior to 3:30 p.m.
  - 5.1.6 C.S.E.A. shall be provided without charge two (2) copies of the Tentative and Adopted Budget as provided to the County Department of Education.

5.1.7 For each fiscal year for which this Agreement is in effect, the District agrees that the C.S.E.A. President shall be released for not more than twenty percent (20%) of their assigned duty time in order to attend meetings related to the performance of their presidential duties. The C.S.E.A. Secretary and the C.S.E.A. Vice President shall be released up to ten percent (10%) of their assigned duty time to perform the duties related to their official positions. CSEA Chapter Officers will be provided reasonable periods of release time for purposes of employee representation; investigation or processing of grievances, potential or actual disciplinary meetings and for purposes of conducting negotiations. In addition to the foregoing, the District shall continue its practice of permitting designated CSEA Officers release time to attend meetings scheduled by the District. Additionally, the District shall annually release four (4) C.S.E.A. members from their assigned duties, without loss in pay, to attend the C.S.E.A. State Conference. . The release from duty shall not interfere with the efficient operation of the District. In the event release time is used so that CSEA employees may serve as Chapter delegates to the CSEA State Conference or as a CSEA State Board/Committee Member, the employee's supervisor shall be given five (5) workdays advance written notice of such release time. Employees using released time pursuant to this section shall report their released time to their Supervisor each month on a "Released Time Report" form.

5.1.8 Any field staff of C.S.E.A. who wishes to enter the college campus during hours in which students are present shall notify the office of the Vice President for Employee Services of his/her identity.

5.1.9 CSEA has the right to participate in the New Employee Orientation.

5.2 **Distribution of Contract** - Within thirty (30) days after the execution of this Contract, the District shall print or duplicate and provide, without charge, a copy of this Agreement to every employee in the Bargaining Unit. Any employee who becomes a member of the Bargaining Unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District, without charge, at the time of employment. Each employee in the Bargaining Unit shall be provided by the District, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

### 5.3 **District Rights**

5.3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to these duties and powers, are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the numbers and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work consistent with State statutes; and take action on any matter in the event of an emergency as defined in 5.3.3 below. In addition, the District retains the right to hire, classify, transfer, assign, evaluate, promote, terminate and discipline employees.

5.3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.

5.3.3 An emergency shall be defined as an unforeseen set of circumstances that would constitute imminent danger to personnel and property, such as fire, flood, and other acts of God. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provision of Article XVI: Grievance Procedure.

## ARTICLE VI: HOURS OF EMPLOYMENT

6.1 **Workweek** - The regular workweek shall not exceed forty (40) hours for five (5) consecutive days. The traditional workweek shall be Monday through Friday. The non-traditional workweek shall be five (5) consecutive days starting any day other than a Monday. A change of assignment from a traditional workweek shall be based upon the efficient operation of the District and in accordance with the Agreement.

6.1.1 Change of work schedule is defined as the shift of a Unit member's assigned starting and ending times of employment of more than one (1) hour. Increasing or decreasing the number of hours worked does not constitute a change of work schedule.

6.1.2 **Temporary Change of Work Schedule** - The District may temporarily assign a Bargaining Unit member to a work schedule not routinely worked by such employee.

Such assignments shall not exceed a period of twenty-five (25) consecutive working days in any work year. An employee of the Bargaining Unit shall not be required to accept such assignment unless notified in writing ten (10) working days prior to the effective date of the work schedule change. This notification requirement may be waived by mutual consent of employee and supervisor. The employee's immediate supervisor will consult with the employee regarding any problems affecting the implementation of this temporary assignment. An employee who is dissatisfied with his or her change in work schedule may submit the issue to the Employer/Employee Relations Committee (E.E.R.C.).

6.1.3 **Permanent Change of Work Schedule** - The District may permanently change a Bargaining Unit employee's work schedule. An employee of the Bargaining Unit shall receive fifteen (15) working days notice prior to the effective date of a change in the employee's work schedule.

An employee of the Bargaining Unit shall be temporarily exempt from such change if said employee is enrolled in a course in an institution of higher education, and the course hours conflict with the proposed hours of employment. The employee may be immediately assigned to the new work schedule upon completion of or withdrawal from the course in which he/she is enrolled at the time of the notification of the change in hours.

An employee who claims a bona fide hardship shall not be required to accept such change until the circumstances have been reviewed by the Classified Employer/Employee Relations Committee (E.E.R.C.), and a decision has been made. It requires the affirmative vote of four (4) members of the Committee to provide the employee a temporary exemption from a permanent change in hours. The Committee shall continue to monitor all exemptions and shall withdraw the exemptions at any time that the Committee, by majority vote, agrees that the circumstances have changed, or that the employee has not made a reasonable effort to become available for a change in hours. It shall be deemed that an employee has not made a reasonable effort to become available for a change in hours if the exemption has been in effect for a period of fifteen (15) working days from the date of the proposed change in hours. In such a case, the District may immediately require the employee to work the newly-assigned hours. No further appeal can be made by the employee.



- 6.2 **Adjustment of Assigned Time** - Any employee in the Bargaining Unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Education Code Section 88036.
- 6.3 **Increase in Hours** - When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to an employee based upon job classification, job knowledge, performance, location and the greatest Bargaining Unit seniority. Other factors being equal, the employee with the greatest Bargaining Unit seniority shall be offered the additional hours. If that employee declines the assignment, it shall be offered to the remaining qualified employees in the class in descending order of Bargaining Unit seniority until the assignment is made.
- 6.4 **Lunch Periods** - All employees who work in excess of four (4) hours per day shall be entitled to an uninterrupted lunch period without pay. The District and the Association agree that the lunch period for Bargaining Unit members shall be forty-five (45) minutes. However, upon the mutual agreement of the Unit member and his/her immediate supervisor, the lunch period may be shortened to thirty (30) minutes or lengthened to sixty (60) minutes. Those Unit members with a thirty (30) minute lunch period will report to work fifteen (15) minutes later than their assigned starting times. Those Unit members with a sixty (60) minute lunch period will report to work fifteen (15) minutes earlier than their assigned starting times. The lunch period for full-time employees shall normally commence within one (1) hour of the midpoint of each work shift. An employee directed by his/her supervisor to work during his/her lunch period, and who is not provided an alternate lunch period, shall receive pay at the rate of time and one-half (1 1/2) for all time worked during the normal lunch period.
- 6.5 **Rest Periods**
- 6.5.1 All Bargaining Unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. "Major fraction thereof" shall be defined as two (2) hours or more. Any disputes arising from the misinterpretation or misapplication of this section may be appealed to the Employer/Employee Relations Committee (E.E.R.C.).
- 6.5.2 Rest periods shall not be used to reduce the length of the workday.
- 6.5.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employees.
- 6.6 **Overtime** - Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1½) the regular rate of pay of the employee for all work authorized by the appropriate supervisor. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, whether such work is performed at the assigned work site or whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. All overtime records shall be maintained in the Payroll Services Office. No overtime records shall be maintained separately or apart from those records, other than copies of the overtime request form and the hourly payroll timesheet, which may be maintained within the department. All overtime shall be recorded on the standard overtime forms provided by the District. The employee shall receive a copy of the overtime request form upon completion of processing.

- 6.6.1 Overtime hours may be paid or taken as compensatory time off; this determination will be made via mutual agreement between employee and supervisor. If mutual agreement cannot be reached, employee will be compensated with pay. Except in cases of emergency, the determination of the type of compensation shall be made prior to the commencement of overtime work.
- 6.6.2 Any employee having an average workday of four (4) hours or more during the workweek shall be compensated one-and-one-half (1½) his/her regular rate of pay for any work performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day.
- 6.6.3 Any employee having an average workday of less than four (4) hours during a workweek shall be compensated one-and-one-half (1½) times his/her regular rate of pay for any work performed on the seventh (7<sup>th</sup>) day.
- 6.6.4 No employee shall be permitted to work beyond eight (8) hours a day on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of the employee's workweek.
- 6.6.5 All hours worked on holidays designated by this Agreement shall be compensated at one-and-one-half (1½) times the regular rate of pay in addition to the regular rate of pay. Special employees hired only to work on holidays and Saturdays and Sundays shall receive the hourly rate assigned to the position and shall not receive the holiday benefits set forth in this Agreement.
- 6.6.6 When a supervisor requires an employee to take work home, the supervisor and the employee shall, by prior agreement, determine the number of overtime hours to be granted to the employee.
- 6.7 **Split-Shift Differential Compensation** - All employees in the Bargaining Unit whose assigned shift contains one (1) or more periods of unpaid time whose total exceeds one (1) hour, excluding lunch periods, shall be paid a shift differential premium of two-and-one-half percent (2½%) above the regular rate of pay for all hours worked.
- 6.8 **Shift Differential - Compensation**
- 6.8.1 All Bargaining Unit employees whose normal assignment requires them to work until 7:00 p.m. or later for at least sixty percent (60%) of the fiscal year shall be entitled to an additional two-and-one-half percent (2½%) annually.
- 6.8.2 All Bargaining Unit employees whose normal assignment requires them to work after 10:45 p.m. for at least sixty percent (60%) of the fiscal year shall be entitled to an additional five percent (5%) annually beyond the normal scheduled salary.
- 6.9 **Compensatory Time Off** – Effective July 1, 2015, compensatory time shall be taken at a time mutually acceptable to the employee in the Bargaining Unit and the District. Any compensatory time remaining on the books at the end of the fiscal year (June 30) shall be paid to the employee as a cash payment equivalent to the value of the unused compensatory time, on the next regular paycheck.
- 6.10 **Overtime - Distribution** - Overtime shall be distributed and rotated according to seniority among the employees in the Bargaining Unit within each department, work location, classification and consistent with the employee's job knowledge and responsibilities. If the qualified employee with the greatest Bargaining Unit seniority elects to refuse the overtime

assignment, it shall be offered to employees in the Bargaining Unit in descending order of seniority until the assignment is made. Any dispute arising from this section may be appealed to the Employer/Employee Relations Committee (E.E.R.C.).

- 6.11 **Minimum Call-In Time** - Any employee called into work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.
- 6.12 **On-Call Time** - All on-call time shall be compensated at a rate of two (2) hours per eight (8) hour shift at the standard overtime rate of pay. Except in the case of emergency, employee shall receive 48 hours notice of the need to be on call. Any disputes arising out of this section may be appealed to the **EERC**.
- 6.13 **Call-Back Time** - Any employee called back to work after completion of an eight (8) hour assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to do the work.
- 6.14 **Inconsistent Duties** – Employees in the Unit shall not be required by the District to perform duties which do not reasonably relate to those fixed and prescribed in their current job description for any period of time which exceeds five (5) working days within a fifteen (15) calendar-day period. Any employee may be required to perform duties inconsistent with those assigned to the position by the District for a period of no more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out-of-classification and in such an amount as will reasonably reflect the duties required to be performed outside his/her normal assigned duties without prior consultation with the employee and the written approval of the appropriate Vice President.  
The District shall consult with the Unit regarding any assignments which exceed a sixty (60) calendar-day period.
- 6.14.1 College Police Officers who serve as Field Training Officers (FTO) will receive additional compensation at a rate of five percent (5%) of regular daily salary for each day of FTO service.
- 6.15 **Assignment of Duties** - Assignment of duties for which differential compensation is designated other than a temporary assignment of less than twenty (20) working days shall be made on the basis of seniority among those employees within the appropriate classification who request such an assignment.
- 6.16 **Rotated Work Assignments** - When the District hires new employees within a classification in the same department, an employee with the greatest amount of hours in a paid status not working a traditional workweek on day hours shall be rotated to the traditional workweek unless refused by the employee.
- 6.17 **Hours of Employment** - Upon initial employment and each change in classification, each affected employee in the Bargaining Unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's work site, regularly assigned work shifts, the hours per day, days per week, and months per year.
- 6.18 The probationary period for any twelve (12) month employee in the Bargaining Unit shall be twelve (12) months. The probationary period for all other employees (nine (9) months, ten (10) months and eleven (11) months) shall be equivalent to the duration of their contract. In the case of a promotion, the probationary period will be nine (9) months.

- 6.19 All actions required to be taken by the District to implement the Fair Labor Standards Act (F.L.S.A.) shall not establish a past practice of the District should it be determined in the future that the F.L.S.A. does not apply to the Southwestern Community College District.
- 6.20 When the District maintains academic sessions at times other than during the regular academic year, it shall offer such assignments first to regular 9, 10, or 11-month employees in the Bargaining Unit members of the District. When it is necessary to assign Bargaining Unit members not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made based upon which classification of service is required and seniority within the classification. No Bargaining Unit member whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year to the beginning of the next academic year shall be required to perform services during such period. A Bargaining Unit member shall, for services performed as herein provided, receive on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.
- 6.21 **Four-Day Workweek** - The District may establish a four-day, ten-hour workweek for Bargaining Unit employees, subject to operational needs. The dates shall be established by the District after consultation with C.S.E.A. The dates may be of different duration for different groups of employees. The District reserves the right to determine the groups of employees for whom the four-day workweek shall apply.
- 6.21.1 **Workweek** - The regular workweek shall not exceed forty (40) hours for four (4) consecutive days. The traditional workweek shall be Monday through Thursday; the non-traditional workweek shall be four (4) consecutive days starting any day other than a Monday. The District reserves the right to determine the four (4) consecutive workdays of any employee affected. The ten (10) hour workday shall be scheduled as follows:
- 6.21.1.1 The employee shall work the hours included in the regularly assigned eight (8) hour workday. The remaining two (2) hours shall be scheduled by the supervisor after consulting with the staff in an attempt to resolve individual scheduling problems. The employee may also choose to substitute vacation time or time off without pay for the hours in excess of eight (8) hours with supervisor's prior approval.
- 6.21.1.2 The option(s) provided herein shall be elected in writing by the employee and shall be submitted to the immediate supervisor prior to the close of the Spring Semester. Such options shall be elected by the employee for the entire period.
- 6.21.1.3 Nothing herein shall prevent the employee and the immediate supervisor from revising the elected option(s) provided that the revision is mutually acceptable to both the employee and the immediate supervisor.
- 6.21.2 **Overtime** - Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to one-and-one-half (1½) times the employee's regular rate of pay for all work authorized by the appropriate supervisor. Overtime is defined to include any time worked in excess of ten (10) hours in any one (1) day, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement

of a regularly assigned starting time or subsequent to the assigned quitting time.

- 6.21.3 **Rest Periods** - For each ten (10) hour work shift, a Unit member shall be entitled to two (2) twenty (20) minute paid rest periods.
- 6.21.4 **Hours of Employment** - The workday for a ten (10) hour work shift shall be 7:00 a.m. to 5:45 p.m., unless otherwise approved by the employee's immediate supervisor and the cognizant Vice President.
- 6.21.5 **Holidays** - Each Unit member shall be accountable for a thirty (30) hour workweek during any week that includes a holiday as defined in this Agreement while the District is operating on a four-day, ten-hour workweek.
- 6.21.6 **Lunch Hour** - The lunch period shall extend for a forty-five (45) minute period of time, unless otherwise approved by the employee's immediate supervisor in accordance with the current Agreement between the District and C.S.E.A.

## ARTICLE VII: PAY AND ALLOWANCES

### 7.1 Salaries

7.1.1 Effective July 1, 2010, should the District receive a cost of living adjustment (COLA) applied to the general fund revenue limit income as determined by the State Annual Budget Act, the District and CSEA shall enter into negotiations.

For fiscal year 2015-16, commencing with the new plan year January 1, 2016, District and CSEA agree that in lieu of the state fiscal year 2015-16 1.02% cost of living adjustment (COLA), the District will instead guarantee a health and welfare contribution in an amount such that the premium for single employees for Kaiser Permanente is fully covered by the District and that the premiums for employee+1 and family plans for Kaiser Permanente are at least 80% covered by the District.

Nothing in this subsection shall affect salary terms in fiscal years after fiscal year 2015-16.

7.1.2 Effective July 1, 2014, all employees who have been employed fifteen (15) years shall receive a longevity range increase of 3.5% added to their base pay. Employees who have been employed for twenty (20) years shall receive an additional longevity range increase of 3.5% (for a total of 7%) added to their base pay. Employees who have been employed for twenty-five (25) years shall receive an additional longevity range increase of 3.5% (for a total of 10.5%) added to their base pay. The aforementioned longevity salary increases will be effective the first of the month following completion of the 15<sup>th</sup>, 20<sup>th</sup>, and 25<sup>th</sup> year of service.

7.1.3 **Initial Salary Placement** - Persons hired into positions under this collective bargaining agreement will normally be placed in Step 1 of the appropriate salary range or their classification. The Vice President for Employee Services may authorize placement at Step 2 or 3 of the appropriate range based on a new employee's work experience, and education beyond the minimum qualifications, current salary, and other such relevant factors.

7.1.3 **Additional Compensation** - Bargaining Unit employees who are employed in a position that the District has designated that specialized linguistic skills are required as a condition of employment shall receive additional compensation of twenty-five dollars (\$25.00) per month for each month of service in that position. This shall apply to the incumbent of all positions for which the District designated that these skills are required. The District shall reserve the right to determine those positions for which specialized linguistic skills are required. No employee shall be required to perform specialized linguistic skills except those who occupy designated positions which require specialized linguistic skills.

7.1.3.1 Compensation for inconsistent duties shall be calculated at the nearest salary range step which reflects a minimum increase of five percent (5%) in the employee's present salary for the entire period the employee is performing inconsistent duties.

7.1.4 If any other represented Bargaining Unit receives a greater percentage compensation increase or greater dollar health and welfare benefit increase,

the C.S.E.A. Bargaining Unit will receive the same increase.

7.1.5 Compensation for those employees who are reclassified pursuant to the District's reclassification and classification process shall be calculated at the nearest salary range step which reflects a minimum increase of five percent (5%) in the employee's present salary.

7.2 **Frequency - Once Monthly** - All employees in the Bargaining Unit shall be paid once per month in accordance with a schedule established by the County Department of Education.

7.3 **Payroll Adjustment** - All payroll errors and/or lost checks of an employee in the Bargaining Unit shall be corrected and a supplemental check issued not later than ten (10) working days after the employee has provided appropriate signed forms to the Payroll Services Office.

There is a three (3)-year statute of limitation for the collection or restitution for payroll errors which result in the overpayment or underpayment of an employee.

7.4 **Mileage** - An employee in the Bargaining Unit with written authorization to use his/her vehicle on District business shall be reimbursed at the currently-approved I.R.S. rate.

7.5 **Meals** - Any employee in the Bargaining Unit who, as a result of a work assignment, must have meals away from the District, shall be reimbursed at a rate established by the District of which in no case shall exceed the maximum amount as follows: partial day allowance (six hours) \$20.00; full day allowance (twelve hours) \$45.00.

7.6 **Lodging** - An employee in the Bargaining Unit, who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the District for the full cost of such lodging.

7.7 **Reimbursement** - Employees entitled to reimbursement for miles, meals and lodging shall have the approved amount payable in a separate warrant drawn against the District funds within twenty (20) working days from the approval by the Governing Board or of submission of the claims by the employee, whichever comes first.

7.8 **Promotion** - Any employee in the Bargaining Unit receiving a promotion into another Bargaining Unit position under the provisions of this Agreement shall be moved to the adopted range for the new position at the nearest salary range step which shall reflect a minimum of a five percent (5%) increase in the employee's present salary.

7.9 **Posting of Notice**  
Posting of all Bargaining Unit open positions shall be listed on the Human Resources website; detailed job announcements may be obtained from the Human Resources Office.

7.10 **Notice Contents** - The job vacancy notice shall include: the job title; the assigned job site; the number of hours per week and months per year assigned to the position; the salary range; and, the deadline for filing to fill the vacancy.

7.11 In accordance with provisions of Education Code 88003, the District has the right to employ substitute and short-term employees, employed and paid for less than seventy-five percent (75%) of a college year. These employees shall not be part of the Classified service.

"Substitute employee" means any person employed to replace any Classified employee who is temporarily absent from duty. In addition, if the District is engaged in a procedure to hire a permanent employee to fill a vacancy in that Classified position, the Governing Board may fill

the vacancy through the employment for not more than sixty (60) calendar days of one or more substitute employees. In the event that a vacancy is not filled within sixty (60) calendar days, the District and the Association may agree to continue to fill the vacancy with one (1) or more substitute employees without the substitute employee(s) becoming part of the Classified service. The District may request an extension of the sixty-day (60) limit to one hundred twenty (120) days on a case-by-case basis.

“Short-term employee” means any person who is employed to perform a service for the District, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.

“Seventy-five percent (75%) of a college year” means one-hundred ninety five (195) working days, including holidays, sick leave, vacation and other leaves of absences irrespective of the number of hours worked per day.

Employment of either full-time or part-time students in any college work study or in a work experience education program shall not result in the displacement of Classified personnel. Additionally, no contracting out of work performed by Bargaining Unit employees shall result in the layoff of existing Classified personnel.

The District and C.S.E.A. shall review the number of substitute and short-term employees by June 30 of each college year.

- 7.12 **Filing** - An employee in the Bargaining Unit may file for the vacancy by notifying the Human Resources Office within the filing period.
- 7.13 **Promotional Order** - If it is determined that the best qualified applicant or applicants are within the Bargaining Unit and the employees are equally qualified, the employee with the greatest Bargaining Unit seniority shall be the one promoted. In the event that two (2) or more equally qualified employees have identical seniority, the employee to be promoted shall be selected by lot.
- 7.14 The District shall not act in an arbitrary and capricious manner in filling Bargaining Unit positions that are considered to be a promotion.
- 7.15 The District and the Association agree that when a Bargaining Unit position is vacant and the District wishes to change the hours, months of service or classification of the vacant position, it shall first consult with the Association. If, through the consultation process, the District and the Association fail to agree upon the proposed changes, the following procedure shall be implemented:
  - 7.15.1 A proposed change shall be submitted to a bilateral committee composed of three (3) members appointed by the District and three (3) members appointed by the Association.
  - 7.15.2 The committee's chairmanship shall be rotated between C.S.E.A. and District members on an alternating schedule.
  - 7.15.3 The committee shall be empowered to review the proposed change, and by a majority vote of the entire membership of the committee, shall reach a decision regarding any implementation.
  - 7.15.4 The committee shall be required to render its decision within fifteen (15) calendar days from date of the first consultation meeting between the District



and the Association. There must be contained within the fifteen (15) day period a minimum of five (5) scheduled working days.

- 7.15.5 The District shall have the responsibility for convening the committee. The agenda, limited to one (1) item, shall be prepared by C.S.E.A. The meeting shall be held on the College campus during regular working hours, or at a time agreed to by all committee members.
- 7.15.6 The decision of the committee shall be binding upon both parties and not grievable under the grievance provisions of this Agreement.
- 7.15.7 If the committee fails to reach a majority opinion, the District and Association agree to alternately have the right to break the tie regarding the subject under consideration. The Association shall have the first right to exercise the option.
- 7.15.8 This provision does not restrict the District's right to eliminate existing positions or create new positions, nor the Association's right to negotiate the effects of such actions.

## **ARTICLE VIII: EMPLOYEE EXPENSES AND MATERIALS**

- 8.1 **Non-Owned Automobile Insurance** - The District agrees to provide the secondary personal injury property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business. The employees shall have the right of refusal unless otherwise specified in writing at the time of employment.
- 8.2 **Physical Examinations** - The District agrees to provide the full cost of any medical examination required as a condition of continued employment.
- 8.3 **Property Damage** - The District shall reimburse an employee up to one-hundred dollars (\$100.00) for each incident which exceeds ten dollars (\$10.00) for any stolen, damaged or destroyed personal property of the employee while on duty, on District property, or on a District-approved activity provided there was no negligence by the employee. Property damage claims for items that have been previously reimbursed shall be referred to the **EERC** for approval.
- 8.3.1 For the intent of this section, "personal property" is defined as eyeglasses, hearing aids, dentures, watches or articles of clothing.
- 8.3.2 Vehicle damage shall be covered if the following conditions are met: (1) the employee was authorized to use his/her vehicle in a District-approved activity, (2) there was no negligence by the employee.
- 8.3.3 In the event an employee is reimbursed pursuant to this section, the District shall have the right of recovery to the extent of such payment from the party committing the theft or damage to property.
- 8.3.4 An employee filing a claim pursuant to this section shall file said claim on the District-prepared claim form no later than three (3) working days following the damage or loss of the property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and/or serial numbers of damaged or stolen property. A police report of the incident may be required prior to consideration by the District.
- 8.4 Employees in the classifications of Lead Campus Police Officer and Campus Police Officer may be required by the District to wear District-provided uniforms while on duty. If the employee is required to wear a uniform, the District shall provide the employee with five (5) shirts, five (5) pairs of trousers, an appropriate jacket, and cap (optional). The District shall be responsible for the dry cleaning of one uniform per officer per day. The District will contract with a local dry cleaning vendor designated by the District. Police Officers shall be responsible for dropping off and picking up their uniforms. The District shall replace uniforms as needed, at no cost to the employee.

## **ARTICLE IX: HEALTH AND WELFARE BENEFITS**

- 9.1 Effective January 1, 2002, the District shall contribute annually the amount of five thousand two hundred dollars (\$5,200) to the health and welfare benefits for each full-time Bargaining Unit member. Any Bargaining Unit member hired or terminated during the year shall have his/her health and welfare benefits prorated in accordance with the months of service provided to that position.

Commencing with the new plan year January 1, 2016, the District will guarantee a health and welfare contribution in the amount such that the premium for single employees for Kaiser Permanente is fully covered by the District, and that the premiums for employee+1 and family plans for Kaiser Permanente are at least 80% covered by the District. Those bargaining unit members who choose other health plan offerings will pay the difference between the above-mentioned amount for Kaiser Permanente and the actual cost, except that single bargaining unit members who select United Health Care Network One will receive an amount equal to the UHC-N1 single-employee premium, less \$50 per month.

- 9.2 Part-time Bargaining Unit employees shall be entitled to a prorated share of the health and welfare benefits. The proration shall be based upon the relationship between the time worked and full-time assignment. Employee must meet the individual insurance carrier's eligibility requirements.

- 9.3 The Health & Welfare Benefits Committee, which includes CSEA appointees, shall make recommendations for changes to the health and welfare plan and/or vendors to the common table for bargaining.

- 9.4 Health and welfare benefits shall be selected from the form attached to this Agreement (Appendix C).

- 9.5 **Service Retirement Medical Coverage** - The District shall continue to provide medical insurance coverage for all full-time Bargaining Unit employees who retire prior to the age of sixty-five (65), until they are eligible for Medicare, and who meet the following requirements:

9.5.1 Effective January 1, 1999, the minimum years of satisfactory service shall be fifteen (15) years and the Bargaining Unit employee shall have reached the age of fifty (50) in the year of application.

9.5.2 The employee must be enrolled in a District health provider program at time of retirement for the minimum period of one (1) year. The Human Resources Office shall verify that the requirements have been met and notify the Superintendent/President of the employee's eligibility.

9.5.3 Medical support shall be for the retiring employee only, and shall not exceed the District maximum health and welfare benefits support program. The retiree and his/her eligible dependents may elect to participate in the District's dental plan at the employee's own expense. Employees may participate in the plan until the employee becomes eligible for Medicare. Subject to carrier contract specifications and limitations, the retiree and his/her eligible dependent(s) may participate in applicable portions of the District's Health and Welfare Benefits Plan at the employee's own expense.

9.5.4 If a Bargaining Unit member qualifying under 9.5.1. and 9.5.2. moves out of the service area of District health providers, the retired Unit member shall be

reimbursed, until the retiree qualifies for Medicare or its successor, up to the current average District cost for active members, limited to verified medical coverage costs paid by the member.

9.5.5 The District shall provide for each full-time Bargaining Unit member beginning at the time of Medicare eligibility who qualifies for the continuation of medical insurance coverage under subsection 9.4 of this Agreement, and who retires during the period of time covered by this Agreement, an amount of one thousand dollars (\$1,000) a year towards reimbursement of any major medical coverage, including Medicare, for the covered retiree only.

9.5.6 At the Bargaining Unit member's election, the benefits provided under subsection 9.4.5 may be substituted for the benefits provided under subsection 9.4.3. and 9.4.4. (This election is irrevocable. Once the Unit member drops District medical coverage, it may not be reinstated).

9.6 **Family Leave Coverage** - Eligible Bargaining Unit members who receive Family Leave pursuant to Section 12.12 shall receive health and welfare benefits for the duration of the leave in accordance with the Family and Medical Leave Act. In the event the Unit member fails to return from his or her Family Leave at the expiration of the leave, he or she shall reimburse the District for all premiums paid by the District during the leave.

9.7 Effective January 1, 2002, the option afforded employees who are Bargaining Unit members to waive health and welfare benefit coverage and to take as salary the District's level of contribution toward these benefits, shall cease with respect to any employee hired after January 1, 2002. All currently employed Bargaining Unit members shall be "grandfathered in" to the current health and welfare benefits program with the continued ability to opt-out of health and welfare benefit coverage.

## ARTICLE X: HOLIDAYS

- 10.1 **Scheduled Holidays** - The District agrees to provide all employees in the Bargaining Unit with the following paid holidays:
- 10.1.1 New Year's Day
  - 10.1.2 Martin Luther King, Jr. Day
  - 10.1.3 Lincoln Day
  - 10.1.4 Washington Day
  - 10.1.5 Friday of the week of Spring Break
  - 10.1.6 Memorial Day
  - 10.1.7 Independence Day
  - 10.1.8 Labor Day
  - 10.1.9 A floating holiday (In lieu of California Admissions Day – September 9) – Employees hired after September 9 shall not receive a floating holiday under this Section for that fiscal year.
    - 10.1.9.1 Twelve (12) month employees shall be granted a floating holiday on a day which is mutually agreeable to the employee and his/her immediate supervisor.
    - 10.1.9.2 Nine, ten and eleven (9, 10, 11) month employees - the date of the floating holiday shall be designated by the District unless modified by mutual agreement between the employee and his/her immediate supervisor.
  - 10.1.10 Veterans Day
  - 10.1.11 Thanksgiving Day, and the following Friday
  - 10.1.12 Christmas Day
  - 10.1.13 Two (2) additional days during the Winter Break to be identified in the college calendar.
  - 10.1.14 Cesar Chavez Day
- 10.2 **Additional Holidays** - Special holidays as declared by the President and/or Governor shall be granted in accordance with Education Code Section 79020, sub-sections (c) (d), or its successor.
- 10.3 **Holidays on Saturday or Sunday** - When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

10.4 **Holiday Eligibility** - Except as otherwise provided in this Article, the employee must be in "paid" status on the working day immediately preceding or succeeding the holiday to be paid for the holiday, in accordance with Education Code Section 88203, or its successor.

10.4.1 Employees in the Bargaining Unit who are not normally assigned to duty during the District holidays of New Year's Day, Christmas Day and the two (2) additional holidays during the Winter Break and the Friday of the week of Spring Break shall be paid for those holidays provided they were in a "paid" status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

## **ARTICLE XI: VACATION PLAN**

- 11.1 **Eligibility** - All employees in the Bargaining Unit shall earn paid vacation time under this Article. Vacation benefits are earned on a monthly basis.
- 11.2 **Accumulation** - Vacation time shall be accumulated on a monthly basis in accordance with the following schedules:
- 11.2.1 **Twelve-Month Employees**  
One year through five years - 12 days annually  
Six years through ten years - 16 days annually  
Eleven years through fifteen years - 19 days annually  
Sixteen years and above - 20 days annually
- 11.2.2 **Eleven-Month Employees**  
One year through five years - 11 days annually  
Six years through ten years - 15 days annually  
Eleven years through fifteen years - 18 days annually  
Sixteen years and above - 19 days annually
- 11.2.3 **Ten-Month Employees**  
One year through five years - 10 days annually  
Six years through ten years - 14 days annually  
Eleven years through fifteen years - 17 days annually  
Sixteen years and above - 18 days annually
- 11.2.4 **Nine-Month Employees**  
One year through five years - 9 days annually  
Six years through ten years - 13 days annually  
Eleven years through fifteen years - 16 days annually  
Sixteen years and above - 17 days annually
- 11.3 **Vacation Pay** - Pay for vacation days for all Bargaining Unit employees shall be the same as that which the employee would have received had he/she been in working status.
- 11.4 **Vacation Pay Upon Termination** - Upon termination from the District, the employee shall be entitled to compensation for all earned and unused vacation, except employees who have not completed six (6) months of employment in the Bargaining Unit shall not be entitled to such compensation.
- 11.5 **Vacation Postponement**
- 11.5.1 A Bargaining Unit employee may postpone or interrupt his/her vacation in case of personal illness or injury, and shall be placed on sick leave. The employee may elect to have his/her vacation rescheduled. Any employee requesting a postponement or interruption of his/her vacation shall provide the District with a written statement by a licensed physician after a one (1) day leave of absence.
- 11.5.2 If, for any reason, a Bargaining Unit employee is not permitted to take all or any part of his/her annual vacation, he/she shall suffer no loss of accumulated days.

- 11.6 **Vacation Carry-Over** - Vacation records for all Bargaining Unit employees shall be recapped as of September 30 annually. Employees having more than forty (40) days of accumulated vacation as of that date will be required by the Director of Human Resources to review their vacation plans with the administrative supervisor and provide the Director of Human Resources with a plan for reducing the balance to forty (40) days or less of accumulated vacation by June 30<sup>th</sup> of the following year. Any employee who has accrued more than forty (40) vacation days shall meet with his/her supervisor to develop a mutually agreed-upon vacation plan to reduce his/her vacation balance. Any disputes arising out of this section may be brought to the Employer/Employee Relations Committee (E.E.R.C.).
- 11.7 **Holidays** - When a holiday as agreed upon in Section 10.1 falls during the scheduled vacation of the Bargaining Unit employee, the holiday shall not be counted as a vacation day.
- 11.8 **Vacation Schedule**
- 11.8.1 Bargaining Unit employees who request a planned vacation shall do so by submitting a Vacation Request to the employee's supervisor for approval a minimum of one (1) week prior to the first day of the requested vacation. The immediate supervisor or designee shall respond to the vacation leave request with attention to time-sensitive issues. Twelve (12) month Bargaining Unit Employees may request vacation after six (6) months of employment. Normally, the maximum amount that will be allowed at any one time is twenty (20) working days.
- 11.8.2 Vacations for twelve (12) month Bargaining Unit employees shall be scheduled at time requested, so far as possible, within the District's work requirements.
- 11.8.3 Regular vacation time for nine (9), ten (10), and eleven (11) month employees shall be determined by the college calendar, or by mutual agreement between the employee and his/her immediate supervisor. Additional vacation days granted for longevity shall be scheduled in accordance with section 11.8.2. All earned vacation for nine (9), ten (10), and eleven (11) month employees shall be taken within the fiscal year in which it was earned.
- 11.9 **Priority Considerations**
- 11.9.1 Priority consideration shall be provided to any Bargaining Unit employee who has filed a vacation request six (6) months prior to the desired vacation dates.
- 11.9.2 When two (2) or more Bargaining Unit employees request the same vacation period and the supervisor has determined that all requested vacations may not be granted, the following procedure shall be implemented:
- 11.9.2.1 The immediate supervisor shall notify the affected employees of the conflict and the employees shall attempt to resolve the conflict.
- 11.9.2.2 If the employees cannot resolve the conflict, the immediate supervisor shall grant the vacation to the employee with the most Bargaining Unit seniority.
- 11.9.3 Once an employee has been granted priority consideration, he/she shall not again be granted priority consideration until all members of the department have exercised their option to be granted priority consideration.



11.10 **Special Vacation** - During the week preceding Easter, special vacation shall be granted to all Bargaining Unit employees in accordance with the following provisions:

11.10.1 The District shall provide all twelve (12) month Bargaining Unit employees with two (2) days of non-accumulative vacation to be used during the Spring Break week.

11.10.1.1 All nine (9), ten (10), and eleven (11) month employees not on duty during this period of time shall receive prorated days of non-accumulative vacation time to be taken at a time mutually agreed upon by the employee and his/her immediate supervisor.

11.10.2 In conjunction with the two (days) of special vacation, each employee shall take two (2) days of his/her accumulated vacation or compensatory time, or shall take time off without pay if he/she has no other accrued paid leave available, during the same week. The type of leave used shall be designated by the employee.

11.10.3 The District reserves the right to require a Bargaining Unit employee to work during this week. If a Bargaining Unit member is required to work, he or she shall be granted the two (2) days of special vacation at a time during the year which is mutually agreed upon between the employee and his or her supervisor.

11.11 The District reserves the right to establish an annual calendar which provides for the closing of the campus during a winter vacation period which includes the holidays of Christmas and New Year's. Except in the case of an emergency, the District reserves the right to require a Unit member to work a maximum of three (3) days during the time of the established Winter Break. Prior to assigning a Unit member to work during the Winter Break, the supervisor shall request work volunteers from qualified Bargaining Unit members who possess the requisite skills and job classifications.

11.12 The District shall provide all twelve (12) month Bargaining Unit Members with two (2) days of non-cumulative, special winter break vacation to be used only during the established winter break period.

All nine (9), ten (10), and eleven (11) month employees not on duty during this period of time shall receive prorated days of the special non-cumulative winter break vacation.

11.12.1 Effective with the 2013-14 academic year, the District shall establish a winter break period which shall consist of at least ten (10) weekdays, including regularly mandated holidays.

## ARTICLE XII: LEAVES

- 12.1 **Bereavement Leave** - Employees shall be granted five (5) days leave with pay in the event of the death of a close friend or any member of the employee's immediate family. The immediate family is defined as spouse, parent(s), step parent(s), sister, brother, step brother, step sister, son, daughter, step children, mother-in-law, father-in-law, grandfather, grandmother, great-grand parents, great-grand children, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, registered domestic partner, a person for whom the employee has been designated as legal guardian, or any relative of either spouse living in the immediate household of the employee.
- 12.2 **Jury Duty** - An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the Bargaining Unit whose regular assigned shift commences at 4:00 p.m. or after, and who is required to serve six (6) or more hours on jury duty shall be relieved from work with pay. As soon as possible or at least one week prior to jury service, the employee shall submit a copy of the summons to the supervisor. Upon completion of jury duty, the employee shall provide the District Human Resources Office with an official verification of the dates and times of jury duty. Employees should report to work unless instructed to report for jury service. The employee shall submit compensation received for time served to Fiscal Services. If time and mileage are included in one check, Fiscal Services will give the employee a check for mileage. Any employee whose regular assigned duty is a non-traditional workweek and is required to perform jury duty during that workweek shall have his/her workweek adjusted so that the employee does not work or serve on jury duty more than five (5) combined days during that workweek. The specific workweek shall be mutually agreed upon by the employee and the supervisor.
- 12.3 **Military Leave** - An employee shall be entitled to military leave in accordance with the laws of the State of California.
- 12.4 **Sick Leave**
- 12.4.1 **Leave of Absence for Illness or Injury** - Sick leave means the absence from duty of a Bargaining Unit employee because of his/her illness, injury, or exposure to a contagious disease. Disability relating to pregnancy while a Bargaining Unit employee is in paid status at the time of the disability shall be considered sick leave.
- 12.4.2 Each Bargaining Unit employee shall be credited with one (1) day of sick leave per each month of employment prorated for less than full-time or less than twelve (12) month contract service.
- Except in cases of extraordinary circumstances, all absences due to illness or injury shall be reported by calling the immediate supervisor each day prior to the employee's scheduled start time, unless medical verification is provided to the Human Resources Office stating the absence period.
- After five (5) consecutive days of absence, the District will require illness verification in the form of a licensed physician's statement authorizing the absence from duty.

- 12.4.3 An employee employed less than five (5) days per week shall be entitled, for fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury for which they are entitled.
- 12.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 12.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days of the proportionate amount to which he/she is entitled until the first day of the calendar month after completion of six (6) months of active service with the District.
- 12.4.6 Any Bargaining Unit employee who terminates before the end of the fiscal year and has used unearned sick leave shall have the appropriate amount deducted from his/her paycheck for the number of unearned days used. Although the entire allowance for sick leave is allotted at the beginning of the fiscal year, it shall be construed as having been earned on the basis of one (1) day for each month served.
- 12.4.7 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 12.4.8 Any eligible employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor, if the employee is filing a request for retirement. The District shall be held harmless.
- 12.4.9 **Transfer of Sick Leave** - Any Classified employee of any California school district who has been an employee of that district for a period of one (1) calendar year or more, and who terminates such employment for the sole purpose of accepting a position with the Southwestern Community College District within one (1) year of termination of his former employment, shall have transferred his/her total amount of earned sick leave for illness or injury to which he/she is entitled.

12.5 **Industrial Accident and Illness Leave** - In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State, employees with three (3) years of service with the District shall be entitled to the following benefits:

- 12.5.1 An employee suffering an injury or illness arising directly out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 12.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.

- 12.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 12.5.4 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position.
- 12.5.5 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 12.5.6 All medical examinations required by the District shall be at no cost to the employee.
- 12.5.7 All employees shall be provided a Notice of Election to be treated by personal physician form. New employees shall receive this form upon employment, as well as information regarding the District's policies on sexual harassment and discrimination laws.

12.6 **Entitlement to Supplemental Sick Leave**

- 12.6.1 Any employee shall be eligible for five (5) months (defined as one hundred (100) workdays) of supplemental sick leave after the exhaustion of his/her full-time accumulated sick leave.
  - 12.6.1.1 Benefits provided during the one hundred (100) workdays will be at fifty percent (50%) of regular salary.
  - 12.6.1.2 Even if an employee supplements sick leave with other accrued leave balances, the employee is only eligible for 100 workdays of supplemental sick leave per fiscal year.
  - 12.6.1.3 The one hundred (100) workdays are credited on a fiscal year basis and are not cumulative from year to year.

12.7 **Break in Service**

- 12.7.1 No absence under any leave in which the employee is in paid status shall be considered as a break in service for the employee. All benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.8 **Personal Necessity Leave** – Seven (7) days of absence earned for sick leave under section 12.4 of this Article may be used by the employee, at his/her election, in cases of personal necessity, on the following:

- 12.8.1 The death or serious illness of a member of the employee's immediate family when bereavement leave is exhausted or does not apply.
- 12.8.2 As a result of an accident involving the employee's personal property or the personal property of his/her immediate family.
- 12.8.3 Personal matters that cannot be taken care of outside the Unit Member's working hours.
- 12.8.4 When resulting from an appearance in any court or before any administrative tribunal as a litigant party or witness, under subpoena or any order made with jurisdiction.
- 12.8.5 Other personal necessities which are allowed at the discretion of the Superintendent/President or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matter which can be taken care of outside the work hours, or for recreational activities.
- 12.8.6 Before the utilization of personal necessity leave, an employee must make every effort to obtain prior written approval from the immediate supervisor. The employee shall make every effort to comply with District procedures for notification in case of an absence.
- 12.8.7 Under all circumstances, an employee shall indicate in writing, by submitting a Request for Personal Necessity form, that the personal necessity leave was used only for the purposes set forth in 12.8 above.
- 12.8.8 No immediate supervisor shall coerce, intimidate or discriminate against an employee for utilizing his/her earned paid leave as provided for in this Agreement.

12.9 **Personal Business Leave**

- 12.9.1 Each employee shall be entitled to one (1) day of paid leave annually for the purpose of conducting personal business. Such leave may be taken at the employee's discretion and with the immediate supervisor's approval. Forty-eight (48) hours prior written notice to his/her immediate supervisor is required.
- 12.9.2 The District retains the right to limit the number of employees granted personal business leave on any one day to two percent (2%) of the total number of Bargaining Unit employees. If more than two percent (2%) of the employees request personal business leave on the same day, the District, in consultation with the employee and the CSEA Chapter President, shall designate the employees to be granted personal business leave.
- 12.9.3 Personal business leave shall be taken in increments of no less than two (2) hours.

12.10 **Personal Leave**

12.10.1 Personal leave without pay may be granted to Bargaining Unit employees for a period not to exceed thirty (30) consecutive days within a twelve (12)-month rolling period and is subject to the approval of the employee's immediate administrator, area Vice President, and the Director of Human Resources. Salary deductions are made at the employee's hourly or daily rate of pay. Exceptions are subject to the approval of the Superintendent/ President.

12.10.2 A Bargaining Unit employee who is granted personal leave shall be entitled to uninterrupted fringe benefits provided the leave does not exceed one (1) entire pay period.

12.10.3 When personal leave exceeds one (1) entire pay period, health and welfare benefits shall be extended according to federal (COBRA) and state (SB761) regulations and carrier contract specifications.

12.11 **Pregnancy Leave** - Personal leave shall be granted without pay to any female employee who desires to absent herself from her duties because of pregnancy or convalescence following childbirth. Such leave shall not deprive the employee of sick leave rights for absences due to illness or surgery resulting from pregnancy. Sick leave, however, may not be granted while an employee is on personal leave. The District shall continue to pay health and welfare benefits for the first ninety (90) days for any employee granted pregnancy leave.

12.12 **Family Leave** – Bargaining Unit members who are eligible, pursuant to the Family and Medical Leave Act to receive Family Leave shall be granted up to twelve (12) weeks of unpaid leave per fiscal year for those reasons covered by the Family and Medical Leave Act. A Bargaining Unit member granted Family Leave, for his or her own serious health condition, shall use his or her accrued sick leave concurrently with the Family Leave, consistent with the Family and Medical Leave Act and federal and state law. Unit members granted Family Leave, for any other Family Leave purposes, may elect to use vacation leave or personal necessity leave or take unpaid leave, consistent with and, so long as it is permissible by, the Family and Medical Leave Act and federal and state law (Appendix D). C.S.E.A. and the District reserve the right to meet and negotiate over any remaining bargainable issues relating to Family Leave.

### **ARTICLE XIII: TRANSFERS**

- 13.1 **Transfers** - A transfer is movement of a Unit Member to another position within the same classification. A Bargaining Unit member may be transferred or reassigned within his/her classification to any location when it is in the best interest of the District. Unit Member transfers shall be based on the program needs, efficiency or effectiveness of the District. The District shall not transfer or reassign a Unit Member for disciplinary reasons.

A Unit member permanently reassigned shall be given no less than a 15-workday notice of transfer. The immediate administrator shall meet with the Unit Member, explain the reason(s) for such action before the transfer/reassignment is initiated and provide written notification including the rationale for transfer.

Unit Member may appeal the transfer/reassignment by submitting the appeal in writing to the Vice President for Employee Services within five (5) days of the notice. The Vice President for Employee Services shall meet with the Unit Member and render the decision, in writing, to the Unit member prior to the effective date of the transfer. The decision of the Vice President for Employee Services is final and not subject to the grievance process.

Unless otherwise prohibited by law, when a new position is created or an existing position becomes vacant, the District shall consider the transfer requests of qualified Unit Members serving in the same classification. Background, experience and qualifications of the Unit Member in prior or current District positions shall be provided by the Unit Member during the application process and will be considered along with department/District needs.

The District may hire outside the Bargaining Unit if it is determined that the best qualified applicant is outside of the Bargaining Unit. The procedures set forth in 7.9 through 7.12 shall be followed whenever a vacancy occurs.

- 13.2 **Medical Transfers** - If the employee meets the qualifications stipulated in this sub-section, the District shall give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute demotion or lateral transfer to a related class. The District shall notify C.S.E.A. of such action. The qualifications for such transfer are as follows:

- 13.2.1 The employee must have three (3) years of consecutive work experience with the District.
- 13.2.2 The last two (2) regular evaluations of the employee must be satisfactory.
- 13.2.3 The employee meets the qualifications published in the position description for the vacant position.

**ARTICLE XIV: CLASSIFICATION, RECLASSIFICATION AND ABOLITION  
OF POSITIONS**

- 14.1 **Definition** - According to Education Code Section 88001 (f) "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.
- 14.2 **Placement in Class** - Every Bargaining Unit position shall be placed in a class.
- 14.3 **Classification and Reclassification Requirement** - Position classification and reclassification shall be subject to mutual input between the District and C.S.E.A.
- 14.3.1 An employee, their supervisor or another manager higher in their chain of command, or the Director of Human Resources may initiate a request for a desk audit to determine whether reclassification of the incumbent is necessary.
- 14.3.2 **Process.** A request for reclassification shall be filed in writing with the Human Resources Department. An email is considered to be "in writing." Upon receipt of the request, the Human Resources Department shall provide the incumbent with a Position Description Questionnaire (PDQ) to complete and turn in. Should the incumbent fail to turn in the PDQ, no further action will be taken.
- 14.3.3 **Time Period.** When the incumbent turns in their PDQ to the Human Resources Department, it will be officially logged in as of that date and a receipt of which will be provided to the incumbent employee. An email from the Human Resources Department to the incumbent is considered an acceptable receipt.
- 14.3.4 **Review.** After receiving the incumbent's PDQ, the Human Resources Department shall provide a copy of same to the incumbent's supervisor for their comments, additional information, and concurrence (or lack thereof) of the employee's request for reclassification. After the immediate supervisor's commentary is completed, it will be submitted "up the chain" to the supervisor's supervisor (if applicable) and all intervening managers for their review and commentary, up to and including the cognizant Vice President. All levels of this management review will be completed in a timely manner. If, in the judgment of the Director of Human Resources, the management review is excessively dilatory (a period which exceeds ten (10) working days), he or she may truncate the management review and send the PDQ and supplemental information directly to the independent analysis step.
- 14.3.5 **Independent Analysis.** Upon completion (or truncation) of the management review, the Human Resources Department shall provide the PDQ, additional and supplemental information, management commentary, and other relevant data to the District's independent classification consultant. The consultant shall use his/her independent judgement, prior experience, and general expertise to evaluate the information supplied. The consultant may seek additional information from the incumbent, supervisor, other managers, and other employees to answer questions, clarify issues, and provide additional information as the consultant deems necessary to complete the review. The incumbent and respective administrator(s) are required to fully participate in this process. Failure of the incumbent to fully participate will render the



application denied without leave to resubmit until the two year period (as referenced below) has elapsed. The participation of the supervisor and other employees will, if necessary, be compelled by the Vice President for Employee Services.

- 14.3.6 **Recommendation.** The independent consultant may find that reclassification is justified or not justified and will report same. If a finding of reclassification is justified, the consultant will further recommend placement in an existing classification or, if no such classification exists, a new classification including a draft job description.

If the incumbent does not agree with the consultant's recommendation, he or she may choose to remain in his or her present classification or may submit a written request for appeal to the Reclassification Appeal Committee within ten (10) working days. The Reclassification Appeal Committee consists of the Director of Human Resources (or designee), the CSEA President (or designee) and the independent classification consultant. A meeting with the employee and the committee shall be scheduled forthwith. After meeting with the appellant, the Reclassification Committee shall, in a timely fashion, provide a written response to the appeal which will be distributed to the employee, their supervisor and other managers in their chain of command. The committee's response to an appeal shall be final and not subject to grievance.

If as a result of this process, a position is recommended for placement into a new job classification (i.e., new job description, CSEA and the District will meet and negotiate the proposed job description and salary range prior to being recommended for approval by the Governing Board. The recommendation shall be made to the Cabinet and, if approved by same, be submitted to the Board of Trustees for adoption.

Whether in the original or upon appeal, if the recommendation is for reclassification, the effective date of the reclassification submitted to the Board of Trustees shall be retroactive to the date the PDQ was submitted by the incumbent employee.

- 14.3.7 **Limit on Requests.** An employee may only submit a reclassification request once every two years. Their supervisor, higher managers, and the Director of Human Resources may submit any number of reclassification requests.

- 14.3.8 **Campus or District-wide Classification Studies.** Nothing herein prohibits the District from submitting a group of same or similarly classified employees or all employees so classified to the independent consultant for review and recommendation. Such "global" class studies may only be initiated by the Director of Human Resources and shall proceed according to the foregoing procedures outlined herein. In this instance, the date of retroactivity, if relevant, shall be the date upon which the last PDQ is turned in by an employee included in the global study.

- 14.3.9 **Applicability of Reclassification Recommendations and Actions.** When any reclassification request is submitted, the Director of Human Resources may, in his/her judgment, broaden the scope of the desk audit to include other employees in the same or similar classifications working at the same site or working in concert for a majority of their work duties. In this event, other such

included employees will be required to fill out PDQs, but the retroactive date shall be the date of the original requesting employee incumbent turns in the PDQ.

Nothing in this article states, requires or implies that a reclassification recommendation based on the audit of a given employee or small group of closely related employees, as defined in the prior paragraph, be extended to other District employees in the same or similar classes working in other departments or at other sites. Reclassification recommendations are to be construed narrowly to apply only to those making the request and/or those subsequently included in the same desk audit by the Director of Human Resources.

- 14.4 **New Positions or Classes of Positions** - All newly-created positions or classes of positions shall be designated by the District. The District shall discuss with C.S.E.A. whether the designated positions fall within the Bargaining Unit or not. Any disputes over the District's designation of newly-created positions or classes of positions may be challenged by C.S.E.A. through the Public Employment Relations Board.
- 14.5 **Incumbent Rights** - When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions for one (1) year or more shall be reallocated to the higher class. If an incumbent in such a position has not served in that position for one (1) year or more, then the new position shall be considered a vacant position subject to the lateral transfer and promotion provisions of this Agreement.

## **ARTICLE XV: LAYOFF AND REEMPLOYMENT**

- 15.1 **Reason for Layoff** – Pursuant to Education Code 88127, classified Bargaining Unit employees shall be subject to layoff for lack of work or lack of funds. Education Code Section 88017 provides that lay off may result when a specially funded program expires.
- 15.2 **Notice of Layoff** – The District will notify CSEA, in writing, of any reductions, layoffs, or elimination of services fifteen (15) working days prior to notification of employees. Pursuant to Education Code 88127, classified Bargaining Unit employees shall be subject to layoff for lack of work or lack of funds. Bargaining Unit employees affected by layoff shall be given notice of lay off not less than sixty (60) calendar days prior to the effective date of layoff and shall be informed of their displacement rights, if any, and reemployment rights under section 15.9. Any written notice shall indicate the reason for layoff. The District, C.S.E.A., and the affected incumbent shall meet no later than five (5) working days after the incumbent has been notified of layoff to discuss options including bumping rights, reemployment rights, and demotion in lieu of layoff. Failure to give the employee written notice under the provisions of this section shall invalidate the layoff.
- 15.3 **Order of Layoff**
- 15.3.1 Pursuant to Education Code 88127, whenever a classified employee is laid off, the order of lay off within the classification shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.
- 15.4 **Classification Seniority** - Seniority is determined by time in paid status, within the classification. The District shall maintain an updated seniority roster indicating employee's length of service. Such roster shall be provided to CSEA within thirty (30) calendar days of request.
- 15.5 **Equal Seniority** - If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority. If they are equal, then the determination shall be based on the number of hours an employee has been in a paid status in the class plus higher classes; and if they are still equal, the determination shall be made by lot.
- 15.6 **Bumping Rights** - An employee laid off from his/her present class may, in order to avoid layoff, bump into the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes.
- 15.7 **Layoff in Lieu of Bumping** - An employee who elects a layoff in lieu of bumping maintains his/her employment right under this Agreement.
- 15.8 **Voluntary Demotion or Voluntary Reduction in Hours** – An employee who takes voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in his/her former class or to a position with increased assigned time as vacancies become available, and with no time limit except that he/she shall be ranked in accordance with his/her seniority on any valid reemployment list. Employees who take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall receive the same reemployment rights as employees who are laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24 months).

15.9 **Re-employment Rights**

Pursuant to Education Code 88117, employees who have been laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.

If the employee refuses a re-employment offer to the classification held at the time of lay off, or a similar position in a higher classification for which he/she is qualified, he/she shall not be eligible for further preferred consideration. A refusal shall not preclude an employee from future employment with the District.

15.10 **Recalls**

15.10.1 Recalls shall be made in the reverse order of layoffs within each job classification. Those employees in the Bargaining Unit who have completed a probationary period shall be re-employed without having to serve an additional probationary period.

15.10.2 Notification of recall shall be made by personal contact or Certified Mail to the employee's last known mailing address. The employee must indicate acceptance of the job offer within five (5) working days after receipt of the notification, and arrange the time of return to work. The employee must, however, be available within twenty (20) calendar days of notice.

5.11 **Improper Layoff**

An employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits. Initiation of processing of a warrant for back pay shall be accomplished within five (5) working days by the District after said discovery.

## ARTICLE XVI: GRIEVANCE PROCEDURE

### 16.1 General Provisions

- 16.1.1 A "grievance" is a claim by an aggrieved party that there has been a violation, misapplication, or misinterpretation of the provisions of this Agreement.
- 16.1.1.1 All other matters and disputes for which there are other means of resolution are beyond the scope of this Agreement.
- 16.1.1.2 A "grievant" is the Association and/or a member of the Unit covered by the terms of this Agreement.
- 16.1.1.3 A "day" is a day in which the central administrative office of the District is regularly open for business.
- 16.1.2 **Failure to Meet Time Limits** - If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. Except as provided herein, if the District fails to respond to the grievance within the time limits at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.
- 16.1.2.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.
- 16.1.3 **C.S.E.A. Representation** - The grievant shall be entitled to representation by C.S.E.A. at all grievance meetings. In situations where C.S.E.A. has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until C.S.E.A. has received a copy of the grievance and the proposed resolution and has been given an opportunity to state its written views on the matter. Ten (10) days will be considered an opportunity in this instance.
- 16.1.4 The grievant and his/her representative shall have released time for processing grievances.
- 16.1.5 **No Reprisal** - There shall be no reprisal against a Bargaining Unit employee for filing a grievance or assisting a grievant.
- 16.1.6 **Grievance Files** - The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Such grievant's file shall be kept confidential. All records used in this grievance procedure which may have derived from personnel files maintained by the District will be returned to those files without indication that they had been used in this grievance procedure.

16.2 **Grievance Procedure**

16.2.1 **Level I**

16.2.1.1 Within twenty (20) days of the time an employee knew or reasonably could have known of the occurrence of an alleged grievance, the employee shall discuss with the immediate supervisor the alleged grievance.

16.2.1.2 If a satisfactory resolution is not reached within three (3) days of the discussion, the grievant shall present, within five (5) days thereafter, on the "Grievance Form," attached hereto as Appendix E, the grievance in writing to the next higher designated administrator or designee.

16.2.1.3 The next higher administrator or designee shall communicate the decision to the employee in writing within seven (7) days after receiving the grievance. The grievant, next higher administrator or designee may request a personal conference within the above time limits.

16.2.2 **Level II**

16.2.2.1 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed to the Superintendent/President, or his/her designee, within seven (7) days.

16.2.2.2 In order to be processed, the appeal shall include copies of the original grievance and any decision rendered, including the reason of the appeal.

16.2.2.3 The Superintendent/President or his/her designee, shall communicate the decision to the grievant in writing within ten (10) days of receiving the appeal. Either the grievant, the Superintendent/President, or his/her designee, may request a personal conference within the above time limits.

16.2.3 **Level III**

Prior to the submission of a grievance to Level IV, Binding Arbitration, either party may ask for the services of the State Mediation and Conciliation Service for mediation and recommendation.

16.2.4 **Level IV: Binding Arbitration**

16.2.4.1 In the event the grievant is not satisfied with the decision at Level II, or the mediation step described in 16.2.3, if utilized, has not resulted in a settlement, C.S.E.A. shall notify the Superintendent/President that the grievance shall be submitted to a neutral arbitrator. Such notification shall be in writing and filed with the Superintendent/President within ten (10) days after receiving the decision in Level II, or within ten (10) days after the mediation session is held pursuant to 16.2.3. The notification must contain a written statement from C.S.E.A. agreeing to arbitration of the grievance.

- 16.2.4.2 Within ten (10) days of the grievant giving notice that he/she wants to submit his/her grievance to arbitration, the parties shall meet for the purpose of identifying a mutually acceptable arbitrator. If the District and Association cannot agree on an arbitrator, a request for names shall be submitted to the State Conciliation and Mediation Service. Upon receipt of the list of arbitrators, the parties shall select one by alternately striking names from the list until one name remains. The remaining name shall become the arbitrator.
- 16.2.4.3 The arbitrator selected shall schedule a hearing as expeditiously as possible at a location convenient to the parties.
- 16.2.4.4 The arbitrator's jurisdiction shall be limited to determining whether the Collective Bargaining Agreement has been misinterpreted or misapplied and shall have no authority over disciplinary process or determinations.
- 16.2.4.5 The arbitrator shall neither add, detract from, nor modify the language contained in the Collective Bargaining Agreement. The arbitrator's decision will be binding and final upon the parties.
- 16.2.4.6 The cost of the services of the arbitrator, including the cost of the court reporter and transcripts, shall be shared equally by the parties.
- 16.2.4.6.1 Unless both parties agree otherwise, in the event of a cancellation or postponement of an arbitrator hearing, any cancellation or postponement fees charged by the arbitrator shall be borne by the party requesting the cancellation or postponement.

## **ARTICLE XVII: DISCIPLINARY PROCESS**

### **17.1 Exclusive Procedure**

Probationary employees and other non-permanent classified employees are at-will employees and may be disciplined within the sole discretion of the District. The probationary period shall be one year for classified bargaining unit members. Probationary employees and other nonpermanent classified employees are not covered by any other provision of this Article.

### **17.2 Definition of Discipline**

Discipline shall only be imposed on permanent employees for just cause. Discipline includes suspension, reduction in pay, involuntary demotion, or termination.

The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District serves the notice of proposed disciplinary action (i.e., Skelly Notice).

#### **17.2.1 Basis of Discipline**

Discipline may only be based on an employee's violation of a Board Policy or Administrative Procedure (other than Board Policy 7365 and Administrative Procedure 7365), state regulation, state law, federal regulation, or federal law. The District hereby states its commitment to the principle of progressive discipline.

### **17.3 Pre-Disciplinary Action**

The following steps are designed to assist the supervisor and employee to reach understanding of what is expected in the workplace. They are not disciplinary actions in and of themselves, but may be taken into account in subsequent "progressive discipline" if continued action is required.

#### **17.3.1 Counselling**

Informal discussion designed to assist the employee to develop or improve skills, abilities or to correct conduct. Counselling may also be used to clarify District policies, solve a problem, or discuss job performance. Counselling may be verbal or in writing. Employees shall have a reasonable period of time to correct deficiencies noted in counselling prior to subsequent formal notice or discipline. In no event shall counselling be memorialized or otherwise placed in an employee's personnel file.

#### **17.3.2 Notice to Employee**

In the event the performance or behavior does not improve, a written reprimand will be issued to the employee and placed in the employee's personnel file. The employee has the opportunity to file a rebuttal with the assistance of a CSEA representative, if so desired, which will also be placed in the employee's personnel file. In the event a meeting is held after the issuance of a reprimand, the employee shall be allowed reasonable notice to allow the attendance of a CSEA representative.



17.4 **Emergency Discipline**

The CSEA and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety, or health of students or fellow employees, or conduct which rises to the level of serious concern, the District shall immediately suspend the employee for up to three (3) days with pay. Examples of conduct which rise to the level of serious concern include gross negligence, violation of any State or Federal law, and/or the threat of or actual violence. During the three (3) days, the District shall serve notice and the statement of facts upon the employee, who shall be entitled to respond to the contentions supporting the emergency. A copy of any notice of an emergency discipline shall be delivered to the CSEA President or designee.

17.5 **Administrative Leave**

From time to time it may be necessary for the District to place a classified Employee on paid administrative leave. This may be to investigate a matter, to facilitate organizational actions, or to address other issues of a temporary or transitory nature. Administrative leave is NOT discipline and employees so placed are not to be stigmatized or otherwise negatively affected based solely on being on this form of leave.

17.6 **Disciplinary Procedures**

17.6.1 **Notice of Recommended Discipline & Statement of Charges:**

The employee shall be given a written notice of proposed discipline ("*Skelly* Notice") which sets forth the following:

1. The disciplinary action intended;
2. The specific charges upon which the action is based;
3. A factual summary of the grounds upon which the charges are based;
4. A copy of all written materials, reports, or documents upon which the discipline is based;
5. The name of the District administrator who will act as *Skelly* hearing officer;
6. Notice of the employee's right to respond to the charges either orally or in writing to the designated *Skelly* hearing officer; and
7. Notice that failure to respond within five (5) working days shall constitute a waiver of the right to respond prior to final discipline being imposed.

17.6.2 **Employee Skelly Rights**

17.6.2.1 If no response to the Notice of Recommended Discipline and Statement of Charges is received within five (5) working days after the date the *Skelly* Notice is delivered to the employee, the proposed discipline will be implemented with no right of appeal, and the employee so advised in writing.

17.6.2.2 The employee shall have the right to respond to the *Skelly* Notice of Proposed Discipline and Statement of Charges by filing a statement in writing, or by requesting a *Skelly* hearing.

- 17.6.2.3 A form will be included with the *Skelly* Notice for the employee to use, sign and return within the five (5) working days, which will constitute a request for a *Skelly* hearing or the intent to file a written response.
- 17.6.2.4 A copy of the *Skelly* notice and supporting materials will be sent to the CSEA President or designee.
- 17.6.2.5 All employees shall have the right to have a CSEA representative present throughout the *Skelly* process.

17.6.3 **Skelly Hearing**

If, within five days of the delivery of the *Skelly* Notice the employee indicates he/she wishes to respond to the charges contained therein, the *Skelly* Officer shall set a date and time for a hearing not more than fifteen (15) days after the delivery of the *Skelly* Notice. The employee shall be advised that he/she may respond in writing to the charges in lieu of the hearing, provided that such written response is received by the hearing date and time.

The purpose of a *Skelly* hearing, or written statement in-lieu, is to offer the employee an opportunity to respond to the Statement of Charges and offer any relevant explanations. The *Skelly* Officer may ask questions of the employee and District to clarify issues and facts to assist in determining whether the recommended discipline should be imposed. No witnesses will be called at the *Skelly* meeting. The employee's response will be considered before the *Skelly* Officer's decision is issued.

17.6.4 **Written Decision of Skelly Officer**

Within ten (10) working days after the *Skelly* hearing or the submission of a written *Skelly* response, the *Skelly* Officer shall issue a written decision of recommended disciplinary action to the Vice President for Employee Services. The *Skelly* Officer may recommend that the District:

1. Dismiss the Statement of Charges and take no disciplinary action against the employee;
2. Modify the intended disciplinary action; or
3. Uphold the recommended disciplinary action.

If discipline is modified or upheld, the written recommended decision shall include the following:

1. The date of the meeting and the attendees;
2. The disciplinary action to be taken;
3. The written materials, reports, and documents upon which the disciplinary action is based; and
4. A brief statement indicating why alternative explanations or exculpatory information supplied by the employee were not persuasive.

**17.6.5 Final Notice of Disciplinary Action**

Upon receipt of the *Skelly* Officer's written recommendation, the Vice President for Employee Services will review the recommendation and may, with reasonable basis, modify such recommendation provided such modification conforms to the original *Skelly* Notice. The Director of Human Resources will issue the "Final Notice of Disciplinary Action," including the following information:

1. The effective date of the disciplinary action to be taken;
2. Specific charges upon which the action is based;
3. The employee's right to appeal, and the manner specified therein.

**17.6.6 Delivery of Notice to Employee**

For the delivery of all notices to the employee (*Skelly* Notice of Proposed Discipline, Notice of *Skelly* Hearing Date/Place/Time, and Final Notice of Disciplinary Action), the first method will be delivering the notice in-person to the employee. In the event the employee is unavailable, delivery may be effected by certified mail, in which the U.S. Post Office certifies that the item was in fact delivered to the address on the date so certified by the Post Office. For the purpose of determination of whether the time requirements for notification were met, the date of hand-delivery or the date of postal certification, as appropriate, shall be used.

**17.7 Imposition of Discipline**

The Vice President for Employee Services will inform the Governing Board at its next regularly scheduled meeting of any discipline imposed.

Discipline may be settled by written mutual agreement of the parties at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable opportunity to have the CSEA Representative review the proposed settlement before approving the settlement in writing.

**17.8 Appeal**

To appeal the Final Notice of Disciplinary Action, the employee must file, in writing, a request with the Vice President for Employee Services within ten (10) working days after service of the Final Notice.

**17.8.1 Appeal Procedures**

**17.8.1.1 Hearing Officer**

The Governing Board shall act as the Hearing Officer, and the decision of the Board itself shall be final. General Counsel for the District shall act as parliamentarian for such hearings, and advise the Board's presiding officer on the proper conduct of the hearing including, but not limited to: the admissibility of evidence, the grounds or lack thereof for objections, and the timeliness and germaneness of motions.

- 17.8.1.2 **Time for Hearing**  
The hearing will be held at the next available regular Board meeting, but no sooner than ten (10) working days after the request for appeal has been filed. The appealing employee will be notified in writing of the date, time and place of the hearing. The hearing will be held in closed session, unless the employee requests a public hearing.
- 17.8.1.3 **Failure to Appear**  
If an employee who has filed an appeal and been notified of the time and place of the hearing fails to appear and has not provided advance notification of an extenuating circumstance, the appeal shall be deemed to have been abandoned and will be dismissed with prejudice.
- 17.8.1.4 **Right to Control Proceedings**  
While the parties are generally free to present their case in the order that they prefer, the Board reserves the right to control the proceedings, including, but not limited to:
- excluding or terminating redundant or irrelevant testimony;
  - altering the order of witnesses;
  - questioning witnesses directly;
  - terminating argument and/or testimony disparaging the ethics, morals, or integrity of the parties or members of the Governing Board.
- 17.8.1.5 **Presentation of the Case**  
The District representative and the employee representative will address their remarks, including objections, to the Board. The hearing shall proceed in the following order unless the Board directs otherwise:
- The District shall produce its evidence, including witness testimony.
  - The employee may then offer evidence, including witness testimony.
  - Rebuttal evidence, if any, provided by District, then employee.
- 17.8.1.6 **Evidence**  
The District is the party with the burden of proof. It shall provide evidence establishing the facts upon which it relied on in the Final Notice of Disciplinary Action.
- Any relevant evidence may be admitted regardless of whether such evidence is typically admitted in a court of law.
  - Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that is not sufficient in itself to support a finding.
- 17.8.1.7 **Witness Testimony**
- The Hearing Officer shall swear in all witnesses for the record prior to them offering testimony at the hearing.
  - All witnesses shall be excluded from the hearing room unless testifying, regardless of whether the hearing is held in closed or open session.

17.8.1.8

**Written Findings and Decision**

The Board shall consider the evidence in closed session and render its findings and decision in writing within thirty (30) days after the appeal hearing. The Board will decide:

1. Whether the evidence supports the finding that the employee committed the misconduct alleged; and
2. Whether the level of discipline is appropriate under the circumstances.

The Board may affirm or reject any or all of the charges filed against the employee. The Board may affirm, modify or reject the disciplinary action.

17.8.1.9

**Record of Proceedings and Cost**

The appeal hearing shall be recorded by audio tape or by a certified court reporter. If a court reporter is requested by either party, that party shall pay the cost of the court reporter.

17.8.1.10

**Record Filed**

The documentary evidence, written records of the hearing (if any) and the Board's written decision shall be placed in the employee's personnel file.

## **ARTICLE XVIII: EDUCATIONAL INCENTIVE PROGRAM**

The District and the Association agree in concept to the following Educational Incentive Program:

- 18.1 Effective January 1, 1999, the Educational Incentive Program shall provide for a three-time, one-range increase on the Bargaining Unit member(s) Salary Schedule for each Bargaining Unit member who completes the requirements of the Educational Incentive Program.
- 18.2 To fulfill the requirements of the Educational Incentive Program, a Bargaining Unit member must complete the equivalent of twelve (12) semester units of College course work.
- 18.3 For participation in approved activities for which units are not granted, a Bargaining Unit member shall be granted one (1) unit of course work equivalency for each sixteen (16) hours of approved activities.
- 18.4 Activities for which credit may be granted include, but need not be limited to, college course work, workshops, conferences, seminars and college-sponsored in-service programs.
- 18.5 To receive credit for participation in an educational incentive activity, the Bargaining Unit member must receive prior approval from his/her immediate supervisor and the area Vice President.
- 18.6 Credit under the Educational Incentive Program shall be granted only for activities which are job related, as determined by the Director of Human Resources, for the first two one-range increases on the salary schedule. Credit shall be granted for activities which are job related or necessary to receive a degree for the third one-range increase on the salary schedule. The decision of the Director of Human Resources regarding whether or not the proposed program is job related shall not be grievable under the provisions of this Agreement.
- 18.7 If the Director of Human Resources determines that the Bargaining Unit member's proposed program is not job related, the Bargaining Unit member may appeal this decision to the Classified Employer/Employee Relations Committee. The full Committee membership shall consider the appeal and by a majority vote of the entire Committee, may overturn the decision of the Director of Human Resources.
- 18.8 The Classified Employer/Employee Relations Committee shall determine the timelines and application procedures to be used for the Educational Incentive Program.
- 18.9 The Classified Employer/Employee Relations Committee shall undertake the task of defining the term "job related," and shall recommend its definition to the District and the Bargaining Unit.
- 18.10 Credit may be granted to a Bargaining Unit member who attends an in-service program during the Bargaining Unit member's assigned work hours. The Bargaining Unit member's immediate supervisor may adjust the Bargaining Unit member's work hours to permit attendance at approved activities.
- 18.11 No credit shall be granted for attendance at activities for which the Bargaining Unit member receives reimbursement from the District.
- 18.12 The Educational Incentive Program shall become effective upon approval by the District and the Association, of a specific proposal to be developed by the Classified Employer/Employee Relations Committee, no later than July 1, 1987.

- 18.13 **Professional Growth** - The District shall annually allocate the sum of five-thousand dollars (\$5,000.00) for tuition, course fee and required textbook cost reimbursement to Bargaining Unit members who complete courses at accredited colleges. The following provisions shall apply when a Bargaining Unit member requests reimbursement:
- 18.13.1 All courses shall be taken outside of the Bargaining Unit member's assigned work hours. However, if the desired class is not offered outside of the Unit member's assigned work hours, the supervisor may approve the Bargaining Unit member taking that class during his or her assigned work hours.
  - 18.13.2 The Bargaining Unit member shall apply for reimbursement on a form developed and adopted by the Employer/Employee Relations Committee.
  - 18.13.3 Reimbursement may be received for only those courses which meet the criteria established for credit under the Educational Incentive Program.
  - 18.13.4 Any one (1) Bargaining Unit member may be granted up to three-hundred dollars (\$300.00) in one (1) year, and a total of eight-hundred dollars (\$800.00) over a three (3) year period.
  - 18.13.5 Any course for which tuition reimbursement has been granted shall not be eligible to be used by the employee for credit for salary advancement under the Educational Incentive Program.
  - 18.13.6 The Employer/Employee Relations Committee shall review, prioritize and approve all tuition reimbursement requests. The decision of the Employer/Employee Relations Committee shall not be grievable.
  - 18.13.7 Tuition reimbursement funds will be paid at the time the Bargaining Unit member verifies to the Human Resources Office that the course has been successfully completed. Successful completion shall be defined as receiving a letter grade of 'C' or better. At the same time, course syllabus(i) shall be submitted as verification that the purchased textbooks were required, along with receipts.
- 18.14 Any Bargaining Unit member who completes a Doctoral degree shall receive a salary advancement stipend equal to, but not to exceed, those advancements which are available to academic bargaining unit employees.

## **ARTICLE XIX: SAFETY**

- 19.1 **District Compliance** - The District shall conform to and comply with all health, safety and sanitation requirements imposed by local, state and federal regulations, as well as the District's Safety Policy.
- 19.2 Any conditions on the job considered to be unsafe or potentially unsafe by an employee, shall be reported immediately to the employee's immediate supervisor and may be reported to the Maintenance, Facilities, Health & Safety Coordinator pursuant to the District's Maintenance Work Request process. A Bargaining Unit member may decline to perform a task that he/she deems to be hazardous until such time that the task has been reviewed by the Maintenance, Facilities, Health & Safety Coordinator. Time permitting the employee may request a C.S.E.A. representative to accompany the Maintenance, Facilities, Health & Safety Coordinator in his/her review. No employee shall be in any way unlawfully discriminated against as a result of reporting an unsafe or potentially unsafe job condition.



## **ARTICLE XX: TECHNOLOGY**

- 20.1 The District and the Association agree that, for the duration of this Agreement, any impacts on the conditions of employment within the Bargaining Unit caused by the pending or actual application of new technology or the upgrading of existing technology shall remain openable under the following conditions:
- 20.1.1 Either party may propose an item to the other party in writing.
  - 20.1.2 Both parties are required to consider the proposal of the other party.
  - 20.1.3 After consideration of the proposal, the party in receipt shall, in a timely manner, communicate to the other party its intent to, or not to, open discussion and/or negotiation. Neither party is required to discuss or negotiate any proposal.
  - 20.1.4 All meetings shall be scheduled by mutual agreement of the parties.
  - 20.1.5 The Association Chapter President, or designee, and the District Superintendent/President, or designee, shall serve as representatives at all meetings. The number of representatives may be increased by mutual agreement.
  - 20.1.6 Any addition or modification to the current Agreement that is agreed upon shall be implemented by way of a side letter. No Side Letter Agreement shall be binding longer than the duration of this Agreement.

## **ARTICLE XXI: CONTRACT CLAUSES**

- 21.1 **Savings Clause** – If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in force and effect.
- 21.2 **Americans with Disabilities Act** - Nothing in this Agreement shall prohibit the District from taking steps to comply with the requirements of the Americans with Disabilities Act.
- 21.3 **Effect of Agreement** - It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.
- 21.4 **Concerted Activities**
- 21.4.1 It is agreed and understood that there will be no strike, work stoppage or slow-down, including compliance with the request of other labor organizations to engage in such activities.
- 21.4.2 C.S.E.A. and the Governing Board recognize the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
- 21.4.3 The District shall not lock out any Bargaining Unit employee.
- 21.4.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services in this Agreement.

## **ARTICLE XXII: NEGOTIATIONS**

22.1 **Notification and Public Notice** - If either party desires to alter or amend this Agreement, it shall, not less than one hundred twenty (120) days prior to the termination date set forth under the duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.

22.1.1 **Re-Openers**

Upon written notice and completion of the Public Notice requirements set forth in Government Code Section 3547, the CSEA and District may re-open negotiations on health and welfare benefits and two additional non-economic Articles selected by each party.

22.2 **Commencement of Negotiations** - Within five (5) days of satisfaction of the public notice requirement, and not later than sixty-five (65) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

22.2 **Commencement of Negotiations** - Within five (5) days of satisfaction of the public notice requirement, and not later than sixty-five (65) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

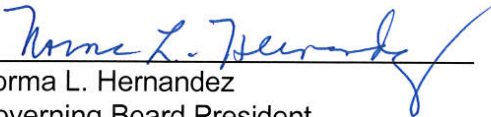
22.3 **Released Time for Negotiations** - C.S.E.A. shall have the right to designate five (5) employees who shall be given reasonable released time to participate in negotiations. C.S.E.A. shall submit the names of the five (5) employees in writing to Human Resources, at least one (1) week prior to the commencement of negotiations.

**ARTICLE XXIII: TERMS**

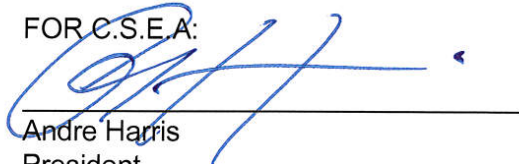
23.1 This Agreement shall remain in full force and effect from May 1, 2015 to April 30, 2018. The Agreement shall remain in full force and effect during negotiations of a new agreement.

Signed and entered into this 10<sup>th</sup> day of November 2015.

FOR THE COLLEGE DISTRICT:

  
\_\_\_\_\_  
Norma L. Hernandez  
Governing Board President

FOR C.S.E.A:

  
\_\_\_\_\_  
Andre Harris  
President



\_\_\_\_\_  
Melinda Nish, Ed.D.  
Superintendent/President



\_\_\_\_\_  
Joni Collins  
Labor Relations Representative

The Bargaining Unit for which this Agreement is effective consists of all classified employees, except short-term, substitute, and those classified as confidential, management, or supervisor.

Account Clerk .....	15	Lead HVAC Mechanic .....	29
Account Technician .....	25	Lead Painter .....	24
Accountant .....	37	Lead Plumber .....	29
Administrative Secretary I .....	16	Lead Vehicle and Equipment Mechanic .....	29
Administrative Secretary II .....	20	Library Assistant .....	12
Admissions & Records Assistant .....	13	Library Multimedia Services Assistant .....	14
Admissions & Records Services/Data Software Specialist .....	28	Library Multimedia Services Coordinator .....	22
Admissions & Records Technician .....	16	Library Technical Services Technician .....	20
Admissions Center Evening Lead .....	29	Library Technician .....	20
Aquatic Equipment Technician .....	24	Maintenance Air Filter Technician .....	20
Assessment Technician .....	16	Maintenance Technician .....	20
Assistant Coordinator, Civic Center Leasing .....	20	Maintenance, Facilities, Health & Safety Coordinator .....	41
Athletic Equipment Tech/Physical Ed. Attendant .....	13	Marketing Communications Associate .....	29
Audio Visual Maintenance Technician .....	24	Microcomputer Lab Coordinator .....	32
Bookstore Buyer .....	15	Microcomputer Repair Technician .....	26
Bookstore Operations Assistant .....	13	Network Security Systems Analyst .....	44
Bookstore Operations Specialist .....	20	Nurse Associate .....	30
Bookstore Warehouse Worker .....	15	Office Support Services Coordinator .....	24
Campus Police Officer .....	32	Online Instructional Support Specialist .....	32
Campus Police Sergeant II .....	21	Outreach Coordinator .....	28
Campus Service Officer .....	13	Outreach Technician .....	20
Carpenter/Cabinet Maker .....	24	Painter .....	20
Central Plant Operator .....	31	Payroll Technician .....	28
Chef/Lead Food Production .....	13	PC Systems Technician .....	32
Clerical Assistant I .....	5	Performing Arts Coordinator .....	36
Clerical Assistant II .....	10	Planning and Facilities Coordinator .....	26
Clerical Assistant III .....	13	Plumber .....	24
College Trainer .....	35	Pool Maintenance Technician .....	20
Communications Clerk .....	10	Prerequisite Technician .....	18
Communications Energy Management Specialist .....	31	Print Shop Coordinator .....	24
Community Education Liaison .....	14	Print Shop Technician .....	18
Coordinator, Civic Center Leasing .....	28	Production Assistant .....	13
Computer Operator .....	13	Professional Development Program Coordinator .....	24
Construction Project Coordinator .....	33	Program Coordinator .....	24
Continuing Education Program Technician .....	17	Program Technician .....	20
Day/Evening Custodian .....	10	Programmer Analyst .....	36
DBA/Systems Administrator .....	42	Project Admissions & Records Technician .....	16
Dental Hygiene Program Clinical Facility Coordinator .....	28	Project Business Advisor .....	36
Disabled Student Services Technician .....	20	Project Clerk .....	10
District Buyer .....	24	Project Coordinator, C.O.C. .....	18
District Tutorial Coordinator .....	28	Project Instructional Assistant I .....	16
Education Center Assistant .....	16	Project Microcomputer Lab Technician .....	24
Education Center Coordinator .....	22	Project Procurement Advisor .....	36
Education Center Information Technology Support Coordinator .....	36	Project Specialist .....	24
Education Center Technician .....	23	Project Teacher, Child Development Center .....	16
Electrician .....	24	Project Technician .....	19
EOPS Technician .....	20	Public Safety Dispatcher .....	16
ESL Student Advocate Specialist .....	24	Publications Associate .....	29
Evaluator .....	24	Reading Lab Technician .....	24
Facilities Leasing & Events Coordinator .....	24	Research Analyst .....	32
Financial Aid Assistant .....	16	Research, Planning, Grants & Foundation Compliance Coordinator .....	28
Financial Aid Specialist .....	24	Senior Account Clerk .....	19
Financial Aid Technician .....	20	Senior Account Technician .....	29
Food Service Worker .....	2	Senior Financial Aid Specialist .....	29
Gardener .....	10	Senior Gardener .....	13
Grant Writer .....	31	Senior Gardener/Weekend Coordinator .....	15
Head Teacher, Child Development Center/Lab School .....	24	Senior Programmer Analyst .....	40
Help Desk Support Specialist .....	26	Senior Project Clerk .....	13
Human Resources Technical Assistant .....	20	Senior Research & Planning Analyst .....	36
HVAC Mechanic .....	24	Senior Systems Analyst .....	44
Instructional Assistant I .....	16	Senior Warehouse Worker .....	19
Instructional Assistant II .....	20	Service Learning Program Technician .....	17
Instructional High Tech Center Lab Technician .....	32	Student Activities Coordinator .....	24
Instructional Lab Coordinator-Chemistry .....	30	Student Employment Services Specialist .....	24
Instructional Lab Coordinator-EMS .....	30	Student Services Assistant .....	10
Instructional Lab Technician-Fine Arts .....	24	Student Services Data Software Specialist .....	28
Instructional Lab Technician-Horticulture .....	24	Student Services Specialist .....	24
Instructional Lab Technician-Microcomputer .....	32	Student Services Technician .....	20
Instructional Lab Technician-Science .....	24	Systems Specialist .....	38
Instructional Lab Technician-Sciences & Applied Health .....	26	Teacher, Child Development Center .....	16
Instructional Lab Technician-Telemedia .....	24	Theater Operations Technician .....	32
Instructional Services Specialist .....	26	Tool Room Attendant .....	16
Instructional Services Technician .....	22	Training Services Coordinator .....	32
International Trade Services Coordinator .....	38	Translator/Word Processor .....	19
International Trade Specialist .....	36	Vehicle and Equipment Mechanic .....	24
Inventory Control Clerk .....	13	Veterans Resource Center Coordinator .....	24
Inventory Control Technician .....	17	Veterans Services Specialist .....	24
Irrigation Technician .....	13	Vocational Education Specialist .....	24
Lead Custodian .....	11	Warehouse Worker .....	13
Lead Electrician .....	29	Web & Marketing Content Strategist .....	40
Lead Food Service Worker .....	10	Word Processor .....	13
Lead Gardener .....	16		

<b>RANGE</b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>	<b><u>STEP 6</u></b>
1	2,337	2,433	2,528	2,630	2,734	2,844
2	2,396	2,494	2,591	2,696	2,802	2,915
3	2,456	2,553	2,657	2,764	2,875	2,987
4	2,516	2,619	2,721	2,832	2,947	3,063
5	2,582	2,684	2,792	2,902	3,019	3,140
6	2,645	2,752	2,861	2,975	3,095	3,218
7	2,711	2,821	2,934	3,049	3,173	3,299
8	2,778	2,893	3,007	3,125	3,252	3,381
9	2,850	2,962	3,080	3,206	3,333	3,466
10	2,918	3,037	3,158	3,283	3,416	3,554
11	2,992	3,112	3,234	3,367	3,504	3,639
12	3,066	3,190	3,318	3,450	3,588	3,732
13	3,146	3,271	3,400	3,538	3,677	3,827
14	3,224	3,353	3,487	3,626	3,772	3,921
15	3,304	3,434	3,575	3,718	3,867	4,020
16	3,387	3,522	3,664	3,810	3,961	4,119
17	3,471	3,610	3,756	3,905	4,060	4,224
18	3,558	3,702	3,849	4,000	4,161	4,331
19	3,648	3,793	3,945	4,102	4,269	4,437
20	3,738	3,889	4,043	4,206	4,373	4,548
21	3,830	3,985	4,144	4,308	4,482	4,662
22	3,927	4,086	4,249	4,419	4,595	4,780
23	4,025	4,186	4,353	4,530	4,710	4,899
24	4,127	4,292	4,464	4,641	4,828	5,020
25	4,230	4,399	4,575	4,756	4,948	5,147
26	4,336	4,508	4,689	4,877	5,070	5,274
27	4,443	4,621	4,806	5,000	5,198	5,408
28	4,555	4,737	4,929	5,122	5,328	5,543
29	4,670	4,856	5,050	5,252	5,462	5,681
30	4,787	4,977	5,177	5,383	5,600	5,822
31	4,905	5,101	5,306	5,520	5,740	5,970
32	5,029	5,230	5,441	5,658	5,882	6,120
33	5,153	5,360	5,573	5,799	6,029	6,270
34	5,284	5,494	5,714	5,943	6,181	6,427
35	5,416	5,631	5,858	6,091	6,334	6,588
36	5,550	5,775	6,004	6,243	6,493	6,752
37	5,690	5,920	6,153	6,402	6,656	6,923
38	5,830	6,065	6,309	6,560	6,822	7,096
39	5,978	6,218	6,463	6,725	6,995	7,272
40	6,127	6,373	6,625	6,891	7,169	7,454
41	6,280	6,532	6,793	7,064	7,345	7,643
42	6,438	6,693	6,964	7,243	7,532	7,834
43	6,600	6,863	7,137	7,425	7,720	8,029
44	6,765	7,035	7,316	7,608	7,913	8,229
45	6,933	7,210	7,499	7,798	8,112	8,436
46	7,105	7,390	7,685	7,994	8,314	8,646
47	7,283	7,575	7,876	8,194	8,522	8,862
48	7,465	7,764	8,073	8,399	8,735	9,083
49	7,652	7,958	8,275	8,609	8,954	9,311
50	7,843	8,157	8,482	8,824	9,177	9,543
51	8,039	8,361	8,694	9,045	9,407	9,782
52	8,240	8,570	8,912	9,271	9,642	10,026
53	8,446	8,784	9,134	9,503	9,883	10,277
54	8,658	9,004	9,363	9,740	10,130	10,534
55	8,874	9,229	9,597	9,984	10,383	10,797

**Southwestern College**  
**CLASSIFIED EMPLOYEE EVALUATION RUBRICS**

<b>Factor</b>	<b>Exceeds Expectations</b>	<b>Satisfactory</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>
<p><b>Work Knowledge</b></p> <p>Demonstrates understanding of work practices, policies/ procedures and methods, including equipment maintenance and operation.</p>	Excellent, thorough understanding and application of policies/procedures and job functions.	Good understanding and application of policies/ procedures and job functions.	Some understanding of policies/procedures and job functions, but requires additional training.	Lacks understanding of policies/procedures and job functions. May be unwilling or unable to learn necessary skills.
<p><b>Judgment</b></p> <p>Soundly interprets regulations, policies and standards; makes sound decisions with limited guidance.</p>	Consistently thinks logically and rapidly; analyzes the problem and arrives at a sound conclusion.	Acceptable judgment in use of common sense and logical processes. Minimal assistance needed in analysis and decision making.	Needs assistance in analysis of problems and decision making.	Fails to use common sense and consider obvious facts in making decisions. Usually makes wrong decision.
<p><b>Dependability</b></p> <p>Reliably follows instructions, completing assignments and achieving expected results.</p>	Completely dependable. Uses work time in a highly responsible and productive manner.	Usually dependable. Uses work time in a responsible and productive manner.	Occasionally unreliable. Sometimes fails to utilize work time in a responsible and productive manner.	Unreliable. Does not use work time in a responsible and productive manner.
<p><b>Initiative</b></p> <p>Initiates tasks or special projects, often in the absence of directions, or takes action to improve work methods and procedures. Seeks additional responsibility.</p>	Anticipates problems and consistently creates solutions for improving procedures or products. Seeks additional responsibilities.	Recognizes problems and suggests solutions. On occasion seeks additional responsibilities.	May recognize problems but does not suggest solutions. Seldom seeks additional responsibilities.	Does not recognize or take responsibility for reporting or solving problems. Does not seek additional responsibilities.
<p><b>Attitude</b></p> <p>Demonstrates a positive attitude about the job through working practices and work relationships with others. Adapts to change/challenges.</p>	<p>Consistently respects and is respected by co-workers. Is highly cooperative and helpful.</p> <p>Consistently demonstrates willingness and ability to successfully adapt to changing demands.</p>	<p>Gets along well with co-workers. Values positive working relationships.</p> <p>Demonstrates willingness and ability to successfully adapt to changing demands.</p>	<p>At times has difficulty with relationships with co-workers, contributing to a negative or unproductive work environment.</p> <p>Somewhat reluctant or unable to adapt to changing demands.</p>	<p>Consistently has difficulty when dealing with others.</p> <p>Does not adapt well to change or challenges.</p>
<p><b>Quality of Work</b></p> <p>Demonstrates thoroughness, neatness, accuracy and completeness of work.</p>	Work is of excellent quality; tasks are completed thoroughly and accurately.	Work quality is average, with minimum errors.	Work quality is below average with numerous errors.	Work quality is substandard or incomplete.

**Southwestern College**  
**CLASSIFIED EMPLOYEE EVALUATION RUBRICS**

<b>Factor</b>	<b>Exceeds Expectations</b>	<b>Satisfactory</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>
<p><b>Volume of Work</b></p> <p>Consistently produces work within established schedules and deadlines that fully meet job requirements and guidelines.</p>	Volume of output is exceptional and Industrious; does more than is required. Consistently meets deadlines.	Work output meets job requirements. Usually meets deadlines.	Work output is just enough to get by. Improvement necessary. Seldom meets deadlines.	Insufficient output; slow; usually behind in work. Does not meet deadlines.
<p><b>Attendance</b></p> <p>Reports to work as scheduled and on time; complies with standards for attendance, rest periods and meal periods.</p>	Is punctual; never late or absent without good cause.	Occasionally late or absent but usually with good reason.	Absent or late often. Absences and tardiness impact work performance.	Is chronically late or absent.
<p><b>Work Organization</b></p> <p>Determines appropriate work sequence, methods and techniques to complete assignments; organize tasks efficiently to satisfy work requirements.</p>	Excellent organizational skills, with a focus on developing and following effective routines and procedures, and on identifying priorities.	Organizational skills are good, with procedures developed and followed for routine tasks. Tasks are prioritized.	Lacks organizational skills, even with some routine tasks. Requires regular supervision to develop and accomplish priorities.	Work is not acceptable; Unable to organize/prioritize.
<p><b>Communications</b></p> <p>Presents ideas clearly and concisely, either orally or in writing; demonstrates understanding of practices, procedures and instruction.</p>	Excellent oral and written communications skills using clear, precise, and grammatically correct language.	Good oral and written communication skills using clear and precise language.	Is inconsistent or ineffective in the demonstration of oral and written communications skills.	Lacks oral and written communication skills.
<p><b>Safety</b></p> <p>Observes and promotes established safety rules and precautions, including equipment operation and handling of hazardous materials.</p>	Excellent, thorough understanding and application of safety policies/procedures.	Good understanding and application of safety policies/procedures.	Some understanding of safety policies/procedures, but requires additional training.	Lacks understanding of safety policies/procedures.
<p><b>Leadership of Others</b></p> <p>Trains new employees, coordinates activities, explains work methods and procedures, assigns tasks, checks work and anticipates deadlines.</p>	Demonstrates outstanding leadership by personal example. Excels at inspiring and training employees/student workers to perform.	Demonstrates good leadership. Inspires and trains employees to perform.	A marginal leader. Shows little interest or concern with inspiring or training employees.	Demonstrates poor leadership. Shows no interest or concern with inspiring or training employees.



Classified Health and Welfare Selection Form  
Effective 1/1/2016 – 12/31/2016

If you are **NOT** making any H&W changes please check the box and sign the back of the form.

Department:

EMPLOYEE:

DOH:

FTE: 100%

12 PAY

EMPLOYEE ID:

The District's Health and Welfare plan is prorated according to percentage of contract and date of hire/termination. Please mark your selections for plan year January 1, 2016 – December 31, 2016. These selections are for the entire plan year and can only be changed if there is a qualifying event (marriage, birth or loss of other coverage.) The figures below reflect the monthly payroll deductions that will be deducted from your monthly salary warrant on a pre-tax basis.

	Selecting a District Medical Plan	Waiving/Opting Out of a Medical Plan
<b>MANDATORY COVERAGES:</b>	12 Month Payroll Pre-Tax Deductions	Monthly Rates
Employee must select and maintain option A and B for an entire year.		
<b>A. DENTAL</b>		
<input type="checkbox"/> Delta Dental – Employee Only	\$0	\$53.04
<input type="checkbox"/> Delta Dental – Employee + 1 dependent	\$0	\$107.93
<input type="checkbox"/> Delta Dental – Employee + 2 or more dependents	\$0	\$152.16
<input type="checkbox"/> MetLife Dental – Employee + dependents	\$0	\$29.92
<b>B. LIFE INSURANCE</b>		
<input checked="" type="checkbox"/> Hartford (Employee Only--\$25,000)	\$0	\$5.25
<b>OPTIONAL SELECTIONS</b>	Selecting a District Medical Plan	Waiving/Opting Out of a Medical Plan
<b>C. MEDICAL</b>		
<input type="checkbox"/> Waive Medical		
<input type="checkbox"/> Kaiser – Employee Only	\$0	
<input type="checkbox"/> Kaiser – Employee + 1 dependent	\$209.40	
<input type="checkbox"/> Kaiser – Employee + 2 or more dependents	\$295.20	
<input type="checkbox"/> UHC Network #1 – Employee Only	\$50.00	
<input type="checkbox"/> UHC Network #1 – Employee + 1 dependent	\$443.40	
<input type="checkbox"/> UHC Network #1 – Employee + 2 or more dependents	\$616.20	
<input type="checkbox"/> UHC Network #2 – Employee Only	\$250.00	
<input type="checkbox"/> UHC Network #2 – Employee + 1 dependent	\$837.40	
<input type="checkbox"/> UHC Network #2 – Employee + 2 or more dependents	\$1,173.20	
<input type="checkbox"/> UHC Network #3 – Employee Only	\$390.00	
<input type="checkbox"/> UHC Network #3 – Employee + 1 dependent	\$1,115.40	
<input type="checkbox"/> UHC Network #3 – Employee + 2 or more dependents	\$1,565.20	
<input type="checkbox"/> UHC Alliance HMO – Employee Only	\$276.00	
<input type="checkbox"/> UHC Alliance HMO – Employee + 1 dependent	\$847.40	
<input type="checkbox"/> UHC Alliance HMO – Employee + 2 or more dependents	\$1,169.20	
<input type="checkbox"/> UHC PPO – Employee Only	\$578.00	
<input type="checkbox"/> UHC PPO – Employee + 1 dependent	\$1,474.40	
<input type="checkbox"/> UHC PPO – Employee + 2 or more dependents	\$2,058.20	
<b>D. VISION</b>		
<input type="checkbox"/> Waive Vision		
<input type="checkbox"/> MES – Employee Only	\$8.19	\$8.19
<input type="checkbox"/> MES – Employee + 1 dependent	\$16.32	\$16.32
<input type="checkbox"/> MES – Employee + 2 or more dependents	\$24.57	\$24.57

	Authorized Pre-Tax Deduction	Authorized After Tax Deduction
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**E. CANCER CARE PLANS**

<input type="checkbox"/> AFLAC	Various	
<input type="checkbox"/> American Fidelity	Various	
<input type="checkbox"/> Pacific Educators	Various	

**F. DISABILITY INCOME INSURANCE**

<input type="checkbox"/> AFLAC	Various	
<input type="checkbox"/> American Fidelity	Various	
<input type="checkbox"/> CSCP – Pacific Educators	Various	
<input type="checkbox"/> JC Insurance ( <b>Existing members only</b> )	Various	
<input type="checkbox"/> The Standard	Various	

**G. ACCIDENT INSURANCE**

<input type="checkbox"/> American Fidelity	Various	
<input type="checkbox"/> AFLAC – Personal Accident Indemnity	Various	
<input type="checkbox"/> JC Insurance ( <b>Existing members only</b> )	Various	
<input type="checkbox"/> Mutual of Omaha (SDCOE FBC)	Various	
<input type="checkbox"/> Prudential – AD&D	Various	

**H. LIFE INSURANCE**

<input type="checkbox"/> American Fidelity	Various	
<input type="checkbox"/> JC Insurance ( <b>Existing members only</b> )	Various	
<input type="checkbox"/> Hartford Supplemental	Various	
<input type="checkbox"/> Pacific Educators	Various	
<input type="checkbox"/> Prudential – Life	Various	
<input type="checkbox"/> The Standard - Life	Various	

**I. HOSPITALIZATION/ SICKNESS**

<input type="checkbox"/> AFLAC – Hospital Intensive Care	Various	
<input type="checkbox"/> AFLAC – Personal Sickness/Hospital	Various	

**J. LONG TERM CARE**

<input type="checkbox"/> UNUM	Various	
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**K. TAX SHELTERED ANNUITIES – TAX DEFERRED**

Nationwide FBC 457: \$ \_\_\_\_\_ Nationwide FBC ROTH 403(b) \$ \_\_\_\_\_ Company Name \_\_\_\_\_ 403b: \$ \_\_\_\_\_

Selection of any new plan does not constitute automatic enrollment. Enrollment forms may be obtained from the Benefits Office or the Human Resources website. Coverage of newly selected voluntary plans will not become effective until approved by the insurance company.

I fully understand that I cannot change the status of the District’s plans in **Items A through J**, until the next open enrollment period. Furthermore, I understand that medical coverage is optional and should I decline coverage for myself and/or my dependents, I will hold the District harmless for expenses or injury incurred by me and/or my dependents.

**I hereby authorize payroll deduction(s) from my monthly salary warrant to cover the cost of selections as indicated. This authorization replaces any previous authorizations I have made.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same term as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### Definition of a Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with a least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

**Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

**Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

**Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employee's rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

**Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

**Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**

**EMPLOYEE GRIEVANCE FORM**

Employee Name \_\_\_\_\_ Department \_\_\_\_\_

Immediate Supervisor/Designee \_\_\_\_\_ Date of Incident \_\_\_\_\_

Date of Informal Discussion \_\_\_\_\_ Date of Oral Response \_\_\_\_\_

State the Contract Articles and Sections alleged to have been violated \_\_\_\_\_

Employee's factual statement of incident, alleged violation and grievance. Provide all facts necessary to support your position. *(Attach second sheet if necessary).*

State full relief/remedy/action you believe is required to resolve your grievance.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

<p>I. Response of Next Higher Administrator/Designee: (due within 7 days after receipt)</p>	<p>Date of Receipt: Date of Response: Grievance Resolved: Grievance Denied:</p>
<p>II. Response of Superintendent/President/Designee: (due within 10 days after receipt)</p>	<p>Date of Receipt: Date of Response: Grievance Resolved: Grievance Denied:</p>
<p>III. Finding of Arbitrator:</p>	<p>Date of Receipt: Date of Board Meeting: Date of Decision:</p>

- NOTES: 1. *Attach all responses to this form.*  
 2. *Make two copies of all responses: One for employee and one for the District.*  
 3. *Time is of the essence at every step.*